

**VILLAGE OF VERNON HILLS
RESOLUTION 2022-017**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF
VERNON HILLS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL (POLICE OFFICERS AND SERGEANTS)**

(TERM MAY 1, 2022 TO APRIL 30, 2026)

WHEREAS, the President and Board of Trustees of the Village of Vernon Hills, Illinois (the “Village”) desire to enter into a labor contract for the employment of all full time Police Officers and Sergeants with the terms set forth in the attached “AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (Term: May 1, 2022 to April 30, 2026)” (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the Agreement contains a four (4) year term from May 1, 2022 until April 30, 2026; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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 “AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (Term: May 1, 2022 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.

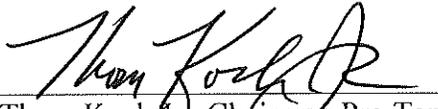
SECTION 3: The President and Board of Trustees of the Village of Vernon Hills further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Agreement to all parties that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

ADOPTED this 19th day of April, 2022, pursuant to a roll call vote as follows:

AYES: 6 – Takaoka, Schenk, Forster, Oppenheim, Marquardt, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Byrne

APPROVED this 19th day of April, 2022, by the Village President of the Village of Vernon Hills, and attested by the Village Clerk on the same day.


Thom Koch Jr, Chairman Pro Tem

PASSED: 04/19/2022
APPROVED: 04/19/2022
ATTEST: 04/19/2022

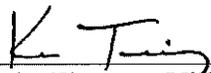

Kevin Timony, Village Clerk



Exhibit "A"

**"AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL (Police Officers and Sergeants)
(Term: May 1, 2022 to April 30, 2026)"**

(Attached)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CLERK'S CERTIFICATE

I, Kevin Timony, Clerk of the Village of Vernon Hills, in the County of Lake and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION 2022-017
“AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL (Police Officers and Sergeants)
(Term: May 1, 2022 to April 30, 2026)”**

which Resolution was passed by the Board of Trustees of the Village of Vernon Hills at a Regular Village Board Meeting on the 19th day of April, 2022, at which meeting a quorum was present, and approved by the President of the Village of Vernon Hills on the 19th day of April, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Vernon Hills was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Vernon Hills, and that the result of said vote was as follows, to-wit:

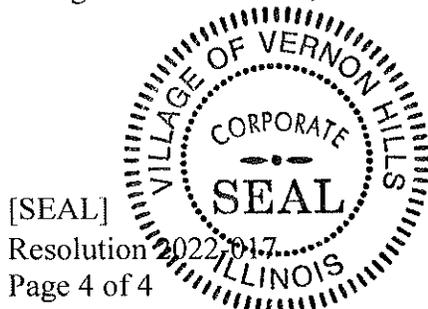
AYES: 6 – Takaoka, Schenk, Forster, Oppenheim, Marquardt, Koch

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 – Byrne

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Vernon Hills, this 19th day of April, 2022.





Kevin Timony, Village Clerk

AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS

and

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

May 1, 2022 – April 30, 2026

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PREAMBLE

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

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

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

ARTICLE I. RECOGNITION

Section 1.1 Recognition

Pursuant to the certifications by the Illinois State Labor Relations Board in Case No. S-RC-09-131 and Case No. S-UC-(S)-11-003, the Village hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for employees in the following unit:

Included: All persons employed full-time by the Village of Vernon Hills in the title, rank, or positions of sworn patrol officer and sworn sergeant.

Excluded: All other persons employed by the Village of Vernon Hills.

Section 1.2 Part-Time Police Officers/Auxiliary Police Officers

The Village may utilize the services of part-time sworn officers to perform bargaining unit work, in accordance with 65 ILCS 5/3.1-30-21, or as amended, provided that the use of part-time sworn officers will not result in any lay-offs or reduction of normal work hours of covered members. Part-time sworn officers will not be assigned to an assignment that would otherwise be construed to be an overtime opportunity, as described in Section 9.13 of this Agreement, for a covered member, unless such assignment is offered first to members of the bargaining unit. The use of part-time police officers shall be discontinued if such use would result in a permanent reduction in the number of bargaining unit members or reduces the minimum staffing numbers, as established by the Village. The Village shall be entitled to establish rates of pay, benefits, hours of work, schedules and other terms and conditions of employment for such part-time police officers, at the Village's sole discretion, except as otherwise limited by this Section. In addition, the Village may continue its historic practice of utilizing Lake County reserve deputies to perform their historic functions, at the Village's sole discretion.

Section 1.3 Probationary Period

The probationary period for all new hires in the bargaining unit shall be eighteen (18) months from their original appointment. Any absence from active duty in excess of thirty (30) consecutive calendar days shall automatically extend the probationary period for the same period of time. During the probationary period, employees shall be entitled to all benefits provided for in this Agreement, except that any discipline, including termination, shall be at the sole discretion of the Village and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. Upon successful completion of the probationary period, the bargaining unit member shall acquire seniority, which shall be retroactive to his/her last date of hire as a sworn police officer with the Village. The probationary period of an officer may be extended by mutual agreement of the Department, the probationary bargaining unit member and the elected officers of the Local bargaining unit.

ARTICLE II. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its police officers, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies, and missions of the Village and the Police Department; to supervise and direct the working forces; to establish the qualifications for and to employ police officers; to deploy police officers both internally and externally to other police-related assignments and to transfer and reassign police officers; to assign work; to establish and eliminate specialty positions and to select personnel to fill them; to evaluate employees; to require overtime; to purchase goods and contract out non-police services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or performed; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote and to establish the standards for such promotions; to establish standards of conduct; to discipline, suspend and/or discharge non-probationary police officers for just cause; to discipline, suspend or discharge probationary police officers; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and to assign police officers to training and to determine and implement internal investigation procedures.

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

ARTICLE III. FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 3.1 Dues Deduction

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

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

Section 3.2 Indemnification

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

ARTICLE IV. NO STRIKE, NO LOCKOUT

Section 4.1 No Strike

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

Section 4.2 No Lockout

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

Section 4.3 Penalty

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

Section 4.4 Judicial Restraint

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

ARTICLE V. LABOR-MANAGEMENT MEETINGS

Section 5.1 Meeting Request

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

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

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

Section 5.2 Exclusivity of Meetings

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

Section 5.3 Employee Attendance at Meetings

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

ARTICLE VI. GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by a bargaining unit member or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. Any matter which is subject to the jurisdiction of the Vernon Hills Police Commission established by law (except disciplinary matters) shall not be a subject of grievance or arbitration under this Agreement, unless otherwise provided herein. In addition, discipline in the nature of an oral reprimand shall not be subject to the grievance procedure, and discipline in the nature of a written reprimand shall not be advanced beyond Step Three of the grievance procedure.

Section 6.2 Grievance Procedure

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

Step One: Deputy Chief

The bargaining unit member or the Union shall give written notification of a grievance to his Deputy Chief. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. Because the parties recognize that a bargaining unit member or the Union may have difficulty contacting his Deputy Chief, it is agreed that the grievant may submit written notification of the grievance to any non-bargaining unit superior officer. The notification will be deemed received for purposes of the grievance procedure when stamped and received by the superior officer. The Deputy Chief shall answer the grievance in writing within ten (10) calendar days.

Step Two: Appeal to Chief

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

Step Three: Appeal to the Village Manager

If the grievance is not settled in Step Two, or if a timely answer is not given, the bargaining unit member or the Union may, within ten (10) calendar days of the date he receives an answer from the Chief or his designee, file with the Village Manager a written appeal signed by the police officer or the Union. The bargaining unit member and a representative of the Union will meet with the Village Manager or his designee to discuss the grievance within ten (10) calendar days of receipt of the officer's appeal. If no agreement is reached in such meeting, the Village Manager or his designee will give his answer in writing within ten (10) calendar days of the date of the meeting.

Step Four: Arbitration

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

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

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

The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing at within the applicable time limit and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award that is in any way contrary to or inconsistent with the applicable laws.

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

Section 6.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the bargaining unit member or the Union within the time limits set above, it shall be considered waived and may not be further pursued by the bargaining unit member or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the grievance shall be deemed denied and the Union may immediately appeal to the next step. Time limits at every step of the grievance procedure may be extended by mutual agreement between the Union and the Village.

Section 6.4 Investigation and Discussion

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

Section 6.5 Miscellaneous

No member of the bargaining unit who is serving in an acting 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 VII. LABOR COUNCIL REPRESENTATION

Section 7.1 Right of Entry

Authorized representatives of the Union shall have reasonable access to the Employer's premises during working hours in order to converse with members of the Union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives have provided advance notice to the Employer and such access does not disrupt operations of the Employer.

Section 7.2 Labor Negotiating Team

One patrol officer and one sergeant (provided a commander is on duty) designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he/she will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 7.3 Delegates

Any employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options, subject to the Employer's staffing rules, in order to attend any such meetings or conferences, provided that the employee submits a written request to the Police Chief or his designee at least 168 hours in advance.

ARTICLE VIII. INDEMNIFICATION

Section 8.1 Employer Responsibility

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

Section 8.2 Legal Representation

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

Section 8.3 Cooperation

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

Section 8.4 Applicability

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

ARTICLE IX. HOURS OF WORK AND OVERTIME

Section 9.1 Application of Article

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

Section 9.2 Normal Work Day and Work Cycle

The normal work day for patrol officers, except those described in Section 9.3, shall consist of twelve (12) hours, and such employees shall be scheduled to work eighty (80) hours in a fourteen (14) day work cycle (pay period) by adjusting their normal work day(s) with the approval of their watch commander or designee, by seniority, if circumstances permit.

Section 9.3 Normal Work Day and Work Cycle for Detectives, Detective Sergeants, School Resource Officers, Administrative Sergeants and Crime Prevention Officers

The normal work day for detectives, detective sergeants, school resource officers, administrative sergeants and crime prevention officers shall be eight (8) hours, and the normal work cycle for such employees shall be forty (40) hours in their normal seven (7) day work cycle. It is recognized that the normal work day of an employee assigned as a detective or detective sergeant necessarily varies, depending on the needs of the Department and that, from time to time, it will be necessary to make changes in the employee's work day with very little advance notice.

Section 9.4 Changes to the Normal Work Day and Work Cycle

The Village reserves the right to change the Department's normal work day, normal work cycle and shift schedule. Should it be necessary in the Village's judgment to establish schedules departing from the normal work day or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable (*i.e.* in pre-planned or non-emergency situations), at least one hundred twenty (120) days advance notice of such change(s) to all employees effected by such change, in order to allow the Village and the Union to meet and confer regarding such schedule change(s), within thirty (30) days of such notice, if requested by the Union. The Village may implement such schedule changes after the thirty (30) day meet and confer period has expired, but such implementation shall not occur prior to the date indicated in the initial 120 day notice to the employee(s).

Notwithstanding the above, the Village reserves the right to change the Department's normal work day, normal work cycle and shift schedule for bargaining unit members for Special Events, defined as the Fourth of July and Summer Celebration, provided that the Village provides at least thirty (30) days advance notice of such changes to all employees affected by such change. Upon such notice to the effected employees, the Village may implement such changes.

For other community-based events approved by the Village Board, the Village shall post notice if practicable, of the available overtime at least ninety (90) days' in advance. If assignments for such event remain unfilled forty-five (45) days' prior to the event, then the Village may change the Department's normal work day, normal work cycle and shift schedule in reverse order of seniority when reasonable, and while taking into account approved benefit time.

Section 9.5 Scheduling and Shift Assignments

On an annual basis, prior to each November 1st, all sworn officers shall present to the Deputy Chief, in order of preference, their requests for permanent shift assignment (*i.e.* shift starting/ending times). This process shall not apply to officers who are on probation. Seniority shall prevail in the selection process, but the Chief reserves the right to make adjustments re: specialty assignments (*e.g.* OIC's). The shift assignment will be worked commencing prior to February 1st.

Prior to selection, the Chief shall designate the number of Patrol Officers to be assigned to each of the permanent patrol shifts. The Chief shall retain the right to change the number of officers assigned to each of the twelve (12) hour shifts prior to the year for which selections are made.

If, during the year, there is a change of a specialty assignment, the Officer returning to a shift will normally fill the position vacated by the Officer who replaced him. An attempt will be made to give the Officer(s) involved their first choice of shift which was selected during the preceding October selection process. When it is impractical due to an adverse effect on manpower distribution, the Officer(s) will be assigned to the shift(s) where the manpower shortage(s) exist as determined by the Chief. When an Officer is released from the FTO program, the Deputy Chief shall assign the Officer to a shift.

Section 9.6 Trading Shifts

Employees shall be allowed to trade shifts, but only after obtaining the approval by the shift supervisor or his/her designee, the approval of which shall not be unreasonably denied.

Section 9.7 Overtime Pay

An employee shall be paid one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of the employee's normal work day, as amended from time to time (including time worked in excess of eight (8) hours or twelve (12) hours because of changes back and forth from Standard Time to Daylight Savings Time) or in excess of eighty (80) hours in a fourteen (14) day work period. For purposes of calculating overtime, all compensable hours shall count as hours worked.

Section 9.8 No Pyramiding

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

Section 9.9 Court Time

Bargaining unit members required to attend court or other administrative hearings on behalf of the Village outside their regularly scheduled work hours shall be compensated for such time at the overtime rate of pay. A minimum guarantee of three (3) hours overtime pay will be paid for court, if any portion of the court time occurs outside of the bargaining unit member's regularly scheduled work hours. Such time shall be calculated as beginning when the bargaining unit member arrives at the police station prior to going to court or the administrative hearing, or when the bargaining unit member arrives at the court house or administrative hearing, if the bargaining unit member did not go to the police station first. The calculation for court time and administrative hearing time shall end when a bargaining unit member leaves the police station, the court house or the administrative hearing to go home.

Section 9.10 Detective/Tactical Officer/School Resource Officer Pay

Effective May 1, 2022, bargaining unit members designated as detectives or tactical officers shall be available for duty and shall be on-call as required by current practices, and a stipend of \$15 per day shall be paid to the detective/tactical officer assigned as the on-call investigator. Such amount shall not be paid to more than one officer per day.

Effective May 1, 2022, bargaining unit members designated by the Chief or designee as a full-time school resource officer (SRO) will be provided a stipend of \$500 annually, in one installment on or before June 1 during each year during the term of this Agreement. A member assigned less than a full year as a full-time SRO will be paid pro-rata amounts for each month or portion thereof in which assigned.

Section 9.11 Computation of Hourly Rate

For the purposes of determining overtime compensation, an employee's hourly rate shall be computed based upon dividing their base pay by 2,080 hours.

Section 9.12 Training Days

Whenever a bargaining unit member is assigned to training on the bargaining unit member's normally scheduled day(s) off, the bargaining unit member shall be compensated with straight time compensation or compensatory time (hour for hour) for the time such employee is scheduled to be in class, plus travel time to and from such training, if away from the Department. A minimum guarantee of three (3) hours compensation or compensatory time will be paid for training assignments. Whenever a bargaining unit member is assigned to mandatory Department-wide training on the bargaining unit member's normally scheduled day off, and such training lasts six (6) hours or more, such member shall be compensated at time and one-half, in lieu of straight time.

Notwithstanding the above, a bargaining unit member who is assigned to conduct training as an instructor on the member's normally scheduled day(s) off shall be compensated at time and

one-half the employee's regular hourly rate of pay or with compensatory time at time and one-half hours for each hour of compensation, for the time the member is in attendance at class, plus travel time to and from such training, if away from the Department, subject to the provisions of Section 9.7, entitled "Overtime Pay," of this Agreement.

When a bargaining unit member is assigned to training or assigned to conduct training on the bargaining unit member's scheduled duty day, the bargaining unit member shall be compensated for the actual time spent in such training that is outside the employee's regular scheduled duty hours, in accordance with Section 9.7, entitled "Overtime Pay," of the Agreement, and there shall be no minimum guaranteed compensation.

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

This Section 9.12 shall not be applicable to probationary police officers who are attending the Basic Training Academy.

Section 9.13 Overtime Work

For purposes of this Section 9.13, court time shall not be considered overtime, either anticipated or unanticipated. Unanticipated Overtime shall be defined as overtime that becomes known less than five (5) days prior to its time of availability. Anticipated Overtime is that overtime that becomes known five (5) days or more prior to its availability.

If a shortage is created on a shift when a patrol officer or sergeant is scheduled for their eight (8) hour early day, such patrol officer or sergeant shall have the first choice to forego their four (4) hour early day and to accept four (4) hours of overtime, and such patrol officer's or sergeant's early day shall not be rescheduled at a later date. If such patrol officer or sergeant wishes to utilize their four (4) hours of time off, then the Department shall follow the unanticipated overtime procedures described in subsection A, below. If no patrol officer or sergeant accepts the overtime assignment under such circumstances, such patrol officer's or sergeant's early day shall be cancelled, such patrol officer or sergeant will be compensated with four (4) hours of overtime, and such patrol officer's or sergeant's early day shall not be rescheduled at a later date.

If two (2) patrol officers have the same early day scheduled, and a shortage has occurred on such shift, the bargaining unit member with the most rank seniority shall have the first right of refusal. If no patrol officer or sergeant accepts the overtime assignment under such circumstances, the junior of the two patrol officers shall have his/her early day cancelled, such patrol officer shall be compensated with four (4) hours of overtime, and such patrol officer's early day shall not be rescheduled at a later date.

If a patrol officer and a sergeant have the same early day scheduled, and a shortage has occurred on such shift, if the vacancy is caused by a patrol officer, and no patrol officer or sergeant accepts the overtime assignment under such circumstances, such patrol officer's early day shall be cancelled, as described above; but if the vacancy is caused by a sergeant, and no patrol officer or sergeant accepts the overtime assignment under such circumstances, such sergeant's early day shall be cancelled, as described above.

The parties agree to meet and discuss new procedures for overtime callouts, and upon mutual agreement may implement the new procedures.

In the event that the "early day" procedures are not implicated, the following procedures shall be utilized:

A. UNANTICIPATED OVERTIME KNOWN LESS THAN FOUR (4) HOURS PRIOR TO TIME OF OCCURRENCE – FIRST FOUR HOURS

When the need to fill unanticipated overtime becomes known less than four (4) hours prior to its time of occurrence, the first four (4) hours of said overtime shall be filled as follows:

1. Vacancy Created by a Patrol Officer:

Patrol officers on-duty shall be offered the overtime, based upon rank seniority. If no on-duty patrol officers wish to work the overtime, off-duty patrol officers shall be offered the overtime, based upon rank seniority, with a telephone call being made to such off-duty officer(s) at the telephone number for such officer on file with the Department. If a telephone call is made to an officer, but the telephone call is not answered by the officer, the next officer in rank seniority shall be telephoned. If no patrol officer accepts the overtime assignment, then sergeants shall be offered the overtime, based upon rank seniority. If no patrol officer or sergeant accepts the overtime assignment, then the least seniority patrol officer working shall be forced to work the overtime. For purposes of this section, personnel assigned to Investigations or working a special detail shall not be forced to work the vacancy.

When filling a vacancy created by a patrol officer, no bargaining unit member shall work more than sixteen (16) consecutive hours under the circumstances illustrated above.

2. Vacancy Created by a Sergeant:

If a supervisor is needed on-duty, then sergeants on-duty shall be offered the overtime, based upon rank seniority. If no on-duty sergeant accepts such overtime assignment, then all off-duty sergeants shall be offered the overtime, based upon rank seniority, with a telephone call being made to such off-duty sergeant(s) at the telephone number for such sergeant on file with the Department. If a telephone call is made to a sergeant, but the telephone call is not answered by the sergeant, the next sergeant in rank seniority shall be telephoned. If no sergeant accepts the overtime assignment, then all trained Officers In Charge shall be offered the overtime, based upon rank seniority, with a telephone call being made to such Officer In Charge at the telephone

number for such Officer In Charge on file with the Department. If a telephone call is made to a trained Officer In Charge, but the telephone call is not answered by the Officer In Charge, the next trained Officer In Charge in rank seniority shall be telephoned. If no trained Officer In Charge accepts the overtime assignment, then the least senior sergeant working shall be forced to work the overtime.

If a supervisor is not needed for the shift, then all patrol officers shall be offered the overtime, based on rank seniority, utilizing the telephone procedure described hereinabove. If no patrol officer accepts such overtime assignment, then under such circumstances, the least senior sergeant working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime.

When filling a vacancy created by a sergeant, no bargaining unit member shall work more than sixteen (16) consecutive hours under the circumstances illustrated above.

For the purposes of this Section, trained Officers In Charge shall include all patrol officers trained to perform the duties of Officer In Charge, regardless whether they are identified as a designated shift Officer in Charge.

The Union agrees to allow the Village to implement an alternate texting notification system, on a trial basis that will deviate from the above telephone procedures. The parties agree to meet to discuss progress of the new procedures and upon mutual agreement may implement the new practice.

B. UNANTICIPATED OVERTIME KNOWN FOUR HOURS OR MORE PRIOR TO TIME OF OCCURANCE

When the need to fill unanticipated overtime becomes known four (4) hours or more prior to its time of occurrence (including all hours beyond the first four (4) hours of the overtime opportunity), said overtime shall be filled as follows:

1. Vacancy Created by a Patrol Officer:

All patrol officers shall be offered the overtime assignment, based upon rank seniority. If no patrol officer accepts the overtime assignment, all sergeants shall be offered the overtime, based upon rank seniority. The telephone procedure described hereinabove shall be utilized to contact patrol officers and sergeants. If no patrol officers or sergeants wish to work the overtime, the least senior patrol officer working shall be forced to work the overtime.

When filling a vacancy created by a patrol officer, no bargaining unit member shall work more than sixteen (16) consecutive hours under the circumstances illustrated above.

2. Vacancy Created by a Sergeant:

If a supervisor is needed on-duty, then all sergeants shall be offered the overtime, based upon rank seniority, with a telephone call, as described hereinabove. If no sergeant accepts the

overtime assignment, then all trained Officers In Charge shall be offered the overtime, based upon rank seniority, by telephone call, as described hereinabove. If no trained Officer In Charge accepts the overtime assignment, then the least senior sergeant working shall be forced to work the overtime.

If a supervisor is not needed for the shift, then all patrol officers shall be offered the overtime, based upon rank seniority with a telephone call, as described above. If no patrol officer accepts the overtime assignment, then under such circumstances, the least senior sergeant working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime.

When filling a vacancy created by a sergeant, no bargaining unit member shall work more than sixteen (16) consecutive hours under the circumstances illustrated above.

For the purposes of this Section, trained Officers In Charge shall include all patrol officers trained to perform the duties of Officer In Charge, regardless whether they are identified as a designated shift Officer In Charge.

C. ANTICIPATED OVERTIME

Anticipated overtime shall be posted not less than five (5) days prior to its scheduled time of occurrence and shall remain posted for a minimum of four (4) consecutive days, during which time bargaining unit members may sign up for such overtime opportunity as follows:

1. Vacancy Created by a Patrol Officer:

Patrol officers and sergeants may sign up and the senior patrol officer shall be granted the overtime, based upon seniority. If no patrol officer signs up, the senior sergeant shall be granted the overtime.

2. Vacancy Created by a Sergeant:

Sergeants and trained Officers In Charge may sign up and shall be granted the overtime, based upon rank seniority, sergeants first. Trained Officers In Charge seniority shall be based upon their date of appointment as a sworn officer.

No bargaining unit member shall work more than sixteen (16) consecutive hours under the circumstances illustrated above.

Anticipated overtime that goes unfilled shall be treated as unanticipated overtime when it remains unfilled within twenty-four (24) hours of its time of occurrence, except that where a vacancy for sergeant goes unfilled and a supervisor is needed, the least senior sergeant working shall be forced to work the overtime. If a supervisor is not needed for the shift, the least senior sergeant working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime.

Under exigent circumstances, the procedures for unanticipated overtime need not be followed by the Employer.

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

Follow-up investigations or shift level, initiated, directed patrol activities may be exempted from these procedures, with the approval of the Chief of Police or a Deputy Chief of Police.

D. SUPERVISOR'S DISCRETION

If the overtime procedures have been followed and a bargaining unit member has not taken the available overtime in a single block, said overtime shall be filled in blocks of time at the supervisor's discretion, regardless of seniority.

E. REST PERIOD

An officer shall not work more than sixteen (16) hours in any twenty-four (24) hour period without a continuous four (4) hour break in service. The required rest period shall apply to routine staffing and details. In addition, officers may be required to work more than sixteen (16) consecutive hours when an emergency is declared by the Chief of Police or his designee.

Section 9.14 Extra-Duty Detail Assignments

Extra-duty details are those details in which a third party is paying for the detail. Extra-duty detail assignments requiring a sworn police officer shall be offered to sworn officers of the Department on a rotating seniority basis (number of years as a sworn officer with the Department) per detail. The Department reserves the right to offer extra-duty detail assignments which do not require a sworn police officer (*e.g.*, crowd control, traffic control) to non-bargaining unit members (*i.e.*, civilian employees and ranks above sergeant), consistent with current practice, by offering such extra duty details to all Department members, on a seniority basis (number of years with the Department) per detail. The department also reserves the right to assign supervisory personnel or officers with specialty skills or qualification to extra duty details. What constitutes a "detail" shall be determined in advance by mutual agreement by one representative of the Village and one representative of the Union. In the event that a bargaining unit member does not receive an extra-duty detail because these procedures were not followed, the remedy shall be to offer the next available extra-duty detail to such bargaining unit member. These provisions will not apply for short notice extra-duty details, which shall be defined as a detail for which a request is received by the Village less than five (5) calendar days before the event. In such cases, the Village shall schedule such details on a first come, first served basis.

Bargaining unit members working extra-duty details shall receive pay at time and one-half their current rate of pay, except that sergeants who work an extra duty detail shall be compensated at time and one-half the rate of pay for the top level police officer; and further

provided that bargaining unit members shall receive compensation at double time those applicable rates for extra-duty details which are performed on the actual date of the holidays listed in Section 11.1 of this Agreement, or on Easter Sunday (Catholic observance).

Employees shall not be allowed to work an extra-duty detail on a date on which an employee is absent on sick leave.

While on an extra-duty detail, bargaining unit members shall be considered to be on duty, for purposes of determining whether their actions or conduct conforms to the rules and regulations of the Department.

Section 9.15 Call-Back

A call-back is defined as an employee's assignment of work which does not contiguously precede or follow an employee's regularly scheduled working hours. Employees "called back" to the Employer's premises shall be compensated for the actual time worked or a minimum of three (3) hours, whichever is greater, at the overtime rate. Employees who are called back to work for meetings at which their attendance is mandatory shall be compensated a minimum of three (3) hours, provided such meeting does not contiguously precede or follow the employee's regularly scheduled working hours. Employees who voluntarily attend meetings shall not be entitled to call-back pay as described in this Section, but shall be compensated pursuant to Section 9.7, if such attendance is outside of the employee's normal work day, and such employee shall be compensated a minimum of two (2) hours, provided such meeting does not contiguously precede or follow the employee's regularly scheduled working hours.

Section 9.16 Compensatory Time

At the employee's option, the employee shall be credited with compensatory time at the appropriate overtime rate (of one and one-half (1 ½) or double (2) time) as dictated by this Agreement, in lieu of paid overtime. Requests to use compensatory time submitted on or before March 1 may be trumped by a vacation request submitted before March 1 for the same day. Requests to use compensatory time submitted after March 1 shall be on equal footing as requests to use vacation or other time off submitted after March 1. Compensatory time cannot be scheduled for July 4, the Friday following Thanksgiving, or days during Summer Celebration. Use of compensatory time shall not be unreasonably denied and, if denied, the Employer shall advise the employee of the next available opportunity within a reasonable time period when the employee may use such compensatory time, if the employee so chooses. Once approved, compensatory time off will not be rescinded. Compensatory time shall be taken at the minimum of one-half (1/2) hour increments. Accumulation of compensatory time shall be replenishable, but shall be limited to one hundred (100) hours. Whenever an employee has reached the maximum accrual of compensatory time, all overtime hours worked shall be paid at the appropriate overtime rate, until the employee has reduced his compensatory time accrual below the maximum. If the Village eliminates Roll Call Credit Time, the maximum accrual of compensatory time shall be increased to one hundred thirty-two (132) hours, but must be reduced to eighty (80) hours by April 30, or else the compensatory time in excess of eighty (80) hours shall be cashed out at the rate in effect on April 30. Any employee who has more than eighty

(80) hours of compensatory time on April 30 shall have such compensatory time reduced to eighty (80) hours by cashing out any compensatory time in excess of eighty (80) hours at the rate in effect on April 30. Upon separation, any unused compensatory time shall be paid at the employee's final regular rate of pay. At any time during the year, the employee may opt to cash out any amount of their accumulated compensatory time. Unused compensatory time shall be carried over from contract year to contract year, subject to the maximum carry-over limit of eighty (80) hours.

Section 9.17 Roll Call Credit Time

For so long as the Employer requires bargaining unit members to report no more than fifteen (15) minutes early for roll call, bargaining unit members shall receive thirty-two (32) hours of time off per year, to be distributed on January 1st for the previous year or prorated. Roll call credit time off must be used by the end of the calendar year or else forfeited. The Employer reserves the right to eliminate the requirement to report early for roll call, in which case the time off for such roll call credit (Roll Call Credit Time) shall cease, effective going forward. The Employer shall be required to provide at least 120 days advance notice to the employees and the Union, if the Employer exercises its right to eliminate the requirement to report early for roll call.

ARTICLE X. EMPLOYEE SECURITY

Section 10.1 Just Cause Standard

No employee covered by this Agreement shall be disciplined without just cause.

Section 10.2 Discipline

Pursuant to the provisions of 65 ILCS 5/10-2.1-17, the parties hereto agree to an alternative form of due process regarding discipline in the nature of a suspension or discharge. The parties hereto agree that final disciplinary authority and responsibility rests with the Chief of Police or, in the Chief's absence, his/her Department designee, with regard to issuing suspensions not to exceed thirty (30) days or discharging a bargaining unit member. Such disciplinary actions may be imposed by the Chief of Police or his/her designee without the requirement to have a hearing before the Vernon Hills Board of Police Commissioners. Such disciplinary actions may be appealable only through the grievance procedure of this Agreement, commencing at Step Three.

All other forms of discipline, including oral and written reprimands, shall be subject to the grievance procedure, except as otherwise limited by Section 6.1 of this Agreement.

The parties further agree that oral or written reprimands shall be expunged from an employee's personnel and/or disciplinary file(s) two (2) years after the reprimand is received by the employee, provided there has been no repetition of the offense within that two (2) year period. The parties further agree that all other disciplinary actions shall be expunged from an employee's personnel and/or disciplinary file(s) four (4) years after the discipline is received by the employee, so long as there has been no repetition of the offense during the four (4) year period. All such expungements shall take place upon written request by the employee to the Chief of Police. Such expunged documents may be retained by the Village for use in defense of any legal claims brought against the Village or its officers, employees or agents.

Section 10.3 Employee Notification

A copy of any written disciplinary action or material related to a bargaining unit member's performance which is placed in the bargaining unit member's personnel and/or disciplinary file(s) shall be made available to the bargaining unit member at the same time it is placed in the file.

Section 10.4 Pre-Discipline Meeting

Before an employee is disciplined, the Employer shall convene a pre-disciplinary meeting, and the employee shall be notified in writing at least 48 hours prior to such meeting. The employee shall be entitled to a Union representative at such meeting.

Section 10.5 Personnel Files

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

Section 10.6 Personal Assets

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

Section 10.7 Release of Information

The Village agrees to abide by the provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*), as it is amended on or after January 1, 2010.

Section 10.8 Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the employee in any future disciplinary proceedings, and such material shall be permanently removed from the employee's personnel records, but the Village may maintain such material in another file for use in any judicial or administrative proceedings.

Section 10.9 Representation at Disciplinary Meetings

In any interview called by command or supervision or other Village personnel, in which the Officer reasonably believes that discipline may result from the interview, the Officer shall be allowed to have a Labor Council representative present. The Village further agrees to adhere to the legal requirements of the Uniform Peace Officers' Disciplinary Act and alleged violations may be raised in any disciplinary procedure but shall not be subject to the grievance procedure.

Section 10.10 ILETSB Certification

ILETSB Certification is a condition of employment for all bargaining unit members. Any member decertified by ILETSB shall be deemed to be unqualified for employment.

ARTICLE XI. HOLIDAYS

Section 11.1 Designation of Holidays

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

| | |
|----------------|----------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Fourth of July | Christmas Eve |
| Labor Day | Christmas Day |
| | New Year's Eve |

Section 11.2 Eligibility Requirements

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

Section 11.3 Holiday Pay

(a) Regular Hours. All employees who are eligible will receive eight (8) hours of regular pay or eight (8) hours of compensatory time for each holiday, regardless of whether they are actually scheduled to work. In addition, any hours worked on a holiday listed in Section 11.1 above (between 12:01 a.m. and 12:00 midnight on the actual holiday) shall be paid at the rate of time and one-half the bargaining unit member's regular hourly rate of pay.

(b) Overtime on a Holiday. Any overtime hours worked on a holiday (between 12:01 a.m. and 12:00 midnight on the actual holiday) shall be compensated at the double time rate (e.g., if an employee works overtime beginning at 6:00 p.m. on July 3 and ending at 6:00 a.m. on July 4, the employee shall be compensated at 1 ½ times the rate from 6:00 p.m. to 12:00 midnight, and at double time from 12:01 a.m. until 6:00 a.m.).

Section 11.4 Floating Holidays

All bargaining unit members shall receive thirty-two (32) hours of floating holidays per year, provided that employees during their first year of employment shall receive a prorated portion of floating holidays as follows: employees hired in January shall receive thirty-two (32) hours of floating holidays during the remainder of their first year of employment; employees hired between February 1st and March 31st shall receive twenty-four (24) hours of floating holidays during the remainder of their first year of employment; employees hired between April 1st through June 30th shall receive sixteen (16) hours of floating holidays during the remainder of their first year of employment; employees hired between July 1st through September 30th shall receive eight (8) hours of floating holidays during the remainder of their first year of employment; and employees hired on or after October 1st shall not receive floating holidays

during the remainder of the calendar year of their initial year of employment. In addition, floating holidays may not be used by an employee until the employee has been employed at least thirty (30) days by the Employer. Floating holidays can be taken in a minimum of one-half (1/2) hour increments. Fractions of one-half hour shall be recorded as a full one-half hour. There shall be no accrual or carry-over of floating holidays from year to year. Use of floating holidays shall require approval by the Police Chief or his designee, and such approval shall not be unreasonably denied, and for purposes of limitations or exceptions, such floating holidays shall be treated as vacation days, subject to the provisions of Section 13.4 hereinafter.

ARTICLE XII. SENIORITY, LAY-OFF AND RECALL

Section 12.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Police Commission hiring list, with the officer higher on the list being the more senior. Whenever the term "rank seniority" is used in this Agreement, such term shall mean the length of time that an employee has held a particular rank (*i.e.*, patrol officer or sergeant).

Section 12.2 Seniority List

On or before January 31st of each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. Such list shall contain two sections, one of which shall set forth each bargaining unit member's continuous length of employment as a sworn peace officer in the Police Department of the Village, and a second list, which shall list the rank seniority, as defined in Section 12.1 above, for all sergeants. The list shall resolve all questions of the seniority effecting employees covered under this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention to the Village in writing within fourteen (14) calendar days after the Union's receipt of the list. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 12.3 Lay-Off

If the Employer, in its discretion, determines that lay-offs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, no lay-off will occur without at least thirty (30) calendar days' notification to the Union. The Village agrees to consult the Union, upon request, and to afford the Union an opportunity to propose alternatives to the lay-off, though such consultation and/or proposed alternatives shall not be used to delay the effective date of the lay-off. Prior to laying off any full-time non-probationary sworn officers covered by this Agreement, all part-time sworn officers shall be laid off.

Section 12.4 Recall

In accordance with 65 ILCS 5/10-2.1-18, employees who are laid off shall be placed on a recall list and remain eligible for a recall for a period of two (2) years. If there is a recall, "bargaining unit" employees who are eligible for a recall shall be recalled in order of seniority (the most senior being the first to be recalled) and given a minimum of fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Village of his/her intention to return to work within fourteen (14) calendar days after receiving notice of recall. The employee will be expected to report to work twenty-eight (28) calendar days after sending such notice of recall. This time period can be mutually extended. 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 Village with his/her latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

Section 12.5 Termination of Seniority

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

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired pursuant to a legal, mandatory retirement age);
- (d) fails to notify the Police Chief or his designee of his intention to return to work within fourteen (14) calendar days after receiving notice of recall;
- (e) is laid off and fails to report to work within fourteen (14) days after sending the Village a notice of intent to return;
- (f) is laid off for a period in excess of two (2) years; or
- (g) does not perform work for the Village (except for a granted unpaid leave, military service, disability pension, a lay-off where the employee has recall rights, or an established work-related injury compensable under worker's compensation or the Public Employees Disability Act) for a period in excess of twelve (12) months.

ARTICLE XIII. VACATION

Section 13.1 Eligibility and Allowances

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

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

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

Section 13.2 Accrual

On January 1st, employees hired on or after May 1, 2003, will be credited with their vacation time for the calendar year based on the total amount that corresponds to the schedule in Section 13.1 above (this includes any additional vacation that they will earn due to years of service which will be reached on their anniversary date occurring later that calendar year). Employees may request to use their vacation time at any time during the year for which it is credited.

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

New employees shall be credited with vacation time on the first day of hire, pro-rated for the remainder of the calendar year. Employees shall not be able to use vacation time until they have worked at least six (6) full months for the Village.

Section 13.3 Vacation Pay

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

Section 13.4 Scheduling

Vacations shall be scheduled by bargaining unit members as follows:

(a) Officers Assigned to Patrol. The order of vacation selection choices shall be determined first by rank (*i.e.*, commanders, sergeants and sworn officers) assigned to a shift, and then by seniority within such ranks. Employees assigned to a shift may select up to 84 hours of

vacation as a first pick preference, but such selection may not include single days, and may consist of no more than two (2) separate blocks of consecutive scheduled workdays. All first pick vacation preference requests must be completed by March 1 of the calendar year during which the vacation is to be taken, for the remainder of that calendar year, or the employee's right to first pick vacation selection shall be forfeited. Once a bargaining unit member's first pick vacation selections have been approved, the bargaining unit member may only use vacation time for such shift, and may not change such first pick vacation selections, in order to use other benefit time for such shifts, unless the absence is due to an extended leave of absence approved by the Department (*e.g.*, military leave; FMLA leave). During the first pick selection period, no more than two (2) employees on the same shift may schedule vacation for any particular day(s). However, supervisors (commanders and sergeants) shall be restricted to allow only one supervisor per shift on vacation at a time. No sworn officer shall be allowed to schedule July 4 or the Friday following Thanksgiving Day or days during Summer Celebration for vacation. Vacation requests for the months of January or February of the following calendar year shall be granted on a first come, first served basis.

Vacation time requests of single days or partial days made after March 1 of each calendar year will be considered on a first come, first served basis. Vacation requests for the months of January or February of the following calendar year shall be granted on a first come, first served basis. In addition, additional personnel may be allowed to schedule vacation exceeding the limitations set forth hereinabove, but only with the approval of, and at the sole discretion of, the supervisory personnel.

(b) Personnel assigned to Detectives Unit. The same restrictions which apply to personnel assigned to patrol shall govern the selection of vacation by officers assigned to the Detective Division (*i.e.*, two (2) members may be scheduled off at the same time, provided that only one supervisor (*i.e.*, commander or detective sergeant) may be assigned off at one time).

(c) School Resource Officer. School Resource Officers shall be limited to using vacation days on days when the school calendar shows school is closed, including the summer months. However, vacation days may be scheduled on days when school is in session, but only at the discretion of the commander.

(d) Tactical Officers. Officers assigned to the tactical unit shall select vacation and be subject to the same restrictions that govern the patrol unit.

(e) Officers who transfer shifts during the year. For officers who have their shift assignment transferred or changed during the course of a year, after their vacation selection has been confirmed, such officers shall be entitled to utilize the vacation picks that were previously approved for such officers.

Section 13.5 Vacation Carry-over

Employees may carryover, into the next calendar year, the amount of hours equal to the number of hours they have earned for the current calendar year. For example, an employee with three years of service earned 80 hours of vacation for the current calendar year and may carry

over up to a maximum of 80 hours into the next calendar year. An employee with twenty-one years of service earned 200 hours of vacation for the current calendar year and may carry over up to 200 hours into the next calendar year. Vacation leave in excess of the accrual limit shall be forfeited.

Section 13.6 Vacation Benefits at Separation

A bargaining unit member shall be compensated for vacation leave earned and unused at the date of such employee's separation or resignation. Vacation time that has been credited, but not earned, shall not be paid to the employee. Vacation time that has been used, but not earned, shall be deducted from the employee's final paycheck. Payment is to be made to the employee's Retirement Health Savings (RHS) account. In the event of separation due to the death of the employee, such compensation shall be paid to the employee's beneficiary of the Village's life insurance plan.

ARTICLE XIV. SICK LEAVE

Section 14.1 Accrual

Bargaining unit members shall earn eight (8) hours of sick leave per month of employment, provided the employee was not absent on unpaid leave for more than fifteen (15) calendar days that month. Bargaining unit members may accumulate sick leave to a maximum of 912 hours, subject to the buy-back provisions contained in Section 14.2. Sick leave may be used only for an employee's own sickness or disability. However, employees may use sick leave, not to exceed forty-eight (48) hours per year, for the sickness of an immediate family member. Immediate family member shall be defined as the employee's spouse, children, stepchildren, father, mother or any other member of the employee's household. Sick leave shall not be granted in cases where regular or disability retirement has been approved or for absence due to injuries resulting from employment in a position other than that held in the Village's service. Employees injured in the course of other employment shall be eligible for leave of absence without pay. Sick leave shall be required to be taken in a minimum of one-half (1/2) hour increments. Fractions shall be rounded up to one-half hour.

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

Section 14.2 Sick Leave Buy-Back

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

Section 14.3 Excessive Use of Sick Leave

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

Section 14.4 Payment on Separation

Bargaining unit members who voluntarily leave employment with the Village after at least 20 years of service with the Village as a sworn police officer shall be compensated for accumulated sick leave on the date of separation at the officer's normal rate of pay for 50% of such accumulated sick leave, with such payment to be made to the employee's Retirement Health Savings (RHS) account. In the event of death, any person who was eligible for such payment shall have such payment made to the employee's beneficiary designated by the employee (*i.e.*, Village life insurance beneficiary).

Section 14.5 Family and Medical Leave Act

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

Notwithstanding the restrictions on the use of sick leave set forth in Section 14.1 of this Agreement, if a bargaining unit member requests FMLA leave for the purpose of bonding because of a birth, adoption or foster care placement of a child, the employee shall first use available sick leave, not to exceed 120 hours, which paid sick leave shall run concurrently with FMLA leave. Thereafter, the employee must substitute accrued paid vacation for unpaid FMLA leave, followed by floating holidays, roll call time, if applicable, and compensatory time, respectively. In the event that the entire 120 hours of sick leave for bonding time, plus all additional paid leave time is exhausted, a request may be submitted to the Chief of Police to use additional sick leave. The use of any such paid time off during an FMLA leave of absence shall not extend the length of an employee's FMLA leave.

ARTICLE XV. ADDITIONAL LEAVES OF ABSENCE

Section 15.1 Unpaid Leaves

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

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

Section 15.2 Military Leave

The parties agree to abide by State and Federal Law as it relates to Military Leave and Benefits.

Section 15.3 Bereavement Leave

In the event of a death in the immediate family, an employee may be granted up to a maximum of twenty-four (24) hours without loss of pay, as bereavement leave. For purposes of this Section, immediate family is defined as the employee's husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, grandparents, grandchildren, step-father, step-mother, step-children, aunts, uncles, nieces, and nephews of the employee or their spouse, and "partners in a civil union," as provided by the Illinois Religious Freedom and Civil Union Act. The Village Manager, at his sole discretion, may approve bereavement leave for other persons not included herein. The Police Chief or his designee, at their discretion, may approve the use of other time off options, in order to extend such bereavement leave.

Section 15.4 Line of Duty Injury

An employee who sustains an injury or illness arising out of or in the course of employment with the Village shall be covered by the provisions of the Public Employees Disability Act, 5 ILCS 345/0.01 *et seq.* Any employee who is on disability leave pursuant to

such Act shall not be permitted to accumulate sick leave beyond the maximums provided in this Agreement, as if such employee was on active duty.

Section 15.5 Temporary Transfers of Pregnant Female Police Officers

Pursuant to 775 ILCS 5/2-102(H), the Village agrees to temporarily transfer a pregnant female bargaining unit member to a less strenuous or hazardous position for the duration of her pregnancy, if she so requests, with the advice of her physician, when that transfer can be reasonably accommodated.

Section 15.6 Light Duty

A bargaining unit member who is eligible for sick leave or worker's compensation leave may request to be placed in an available light duty assignment that the member is qualified to perform and such a request shall not be unreasonably denied, provided that the member's physician has provided a statement that the member is physically able to perform the assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the member will be able to assume full duties and responsibilities within 180 days (six months). If the Village has any question concerning the bargaining unit member's fitness to perform the light duty assignment, the Village may reasonably base its decision regarding light duty on the findings of a physician selected by the Village.

The Village may require a bargaining unit member who is on sick leave or worker's compensation leave to return to work in an available light duty assignment that the member is qualified to perform, provided the member's physician has determined that the member is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the member will be able to assume full duties and responsibilities within 180 days (six months).

If a bargaining unit member returns or is required to return to work in a light duty assignment, and the member is unable to assume full duties and responsibilities within 180 days (six months) thereafter, the Village retains the right to place the employee on sick/disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for a bargaining unit member. Bargaining unit members will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as that need exists.

Section 15.7 Jury Duty

Any employee who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days over to the Employer. Leave for jury duty

will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

ARTICLE XVI. UNIFORM ALLOWANCE

Section 16.1 Uniforms

The Village shall make available to each employee, except as provided hereinafter, reimbursement for uniform items, not to exceed the following limits per fiscal year, in order for the employee to obtain uniforms and related equipment: Effective May 1, 2022, \$800.00; increased on May 1, 2023, to \$825; increased to \$850.00 on May 1, 2025. In recognition of receiving an initial uniform and equipment issuance in accordance with Section 16.4 of this Agreement, an officer shall receive a prorated uniform allowance in the fiscal year following the fiscal year of their appointment, as follows: if hired between May 1 and July 31, the new officer is eligible for 75% of the uniform allowance; if hired between August 1 and October 31, the new officer is eligible for 50% of the uniform allowance; if hired between November 1 and January 31, the new officer is eligible for 25% of the uniform allowance. Any new officer hired between February 1 and April 30 will not be eligible for a uniform allowance for the following fiscal year.

Every fifth (5th) year, each employee shall be eligible for an additional reimbursement not to exceed \$350.00, for the purchase of a winter jacket. Any unused funds shall not be carried over into the next fiscal year.

Section 16.2 Protective Body Armor

The Village will replace employee's protective body armor, up to a Level III-A, at least every five (5) years, or as needed. The Village may, at its option, reimburse an employee for the cost of the replacement vest purchased by the employee pursuant to such schedule, but not to exceed the Level III-A cost, or \$1,250.00, whichever is less, provided that effective May 1, 2022 the reimbursement shall not exceed the Level III-A cost or \$1,500 whichever is less.

Section 16.3 Dry Cleaning

The Village shall provide for the dry cleaning of uniforms, not to exceed \$312 per year per employee.

Section 16.4 Initial Uniform and Equipment Issuance

The list of uniform items and equipment issued to new hires and to new sergeants is attached as Appendix "B."

Section 16.5 Uniform Changes

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

Section 16.6 Replacement of Damaged Clothing

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

Section 16.7 Replacement of Personal Property

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

ARTICLE XVII. EDUCATION AND TRAVEL

Section 17.1 School Seminars and Conferences

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

Section 17.2 Tuition Reimbursement Program

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

Section 17.3 Use of Personal Vehicle for Official Business

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

This Section 17.3 shall not be applicable to probationary police officers who are attending the Basic Training Academy.

Section 17.4 Travel Expense Reimbursement

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

This Section 17.4 shall not be applicable to probationary police officers who are attending the Basic Training Academy. Instead, a probationary officer attending a police academy for the State of Illinois Basic Training Certification will be provided the use of a Department vehicle or, in the alternative, at the Department's sole discretion, shall be reimbursed for mileage as follows: (i) if attending a residential academy, reimbursement will be provided for the mileage for no more than two round-trips to/from the academy, in accordance with the current IRS regulations, unless additional trips are directed by the Department, or (ii) if attending a commuter academy, a probationary officer will be reimbursed for mileage in accordance with the first paragraph of this Section 17.4. The Department reserves the right to assign a Department vehicle at its sole discretion.

Section 17.5 Firearms Training or Qualifications

For the purpose of firearms training or firearms qualifications, the Village shall supply all Department-authorized ammunition, at no cost to the bargaining unit member.

Section 17.6 Council Use of Bulletin Board

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

ARTICLE XVIII. HEALTH AND LIFE INSURANCE

Section 18.1 Health Insurance

The Employer's present complete health and hospitalization coverage, provided to all employees covered by this Agreement, shall remain in effect during the term of this Agreement; provided, however, the Employer may change carriers or the program once annually during the term of this Agreement, or self-insure, if desired, provided the benefits remain substantially the same, (except that effective 12/1/2022 the Employer shall no longer offer bargaining unit members a PPO Plan with a \$0 deductible) with the Employer paying 80% of the monthly premium cost for single or dependent coverage, and the employee paying 20% of the monthly premium cost for single or dependent coverage (effective 7/1/2011), for whichever plan is selected by the employee. Any employee who chooses to be covered under the Village's indemnity or PPO plan, if so offered by the Village, rather than its HMO plan, shall be required to pay, in addition to the payments set forth hereinabove, an additional sum equal to the difference between the premium cost for the indemnity or PPO plan and the HMO plan. If the Village offers any group health insurance plan that will be subject to an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act, then employees who are enrolled in such health insurance plan shall be required to pay, as additional health insurance premium contributions, in addition to the employee premium contributions set forth above, an amount equal to any Cadillac Tax.

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

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

The Patient-Centered Outcomes Research Institute (PCORI) fees, the Transitional Reinsurance fees, and the Insurer Tax imposed by the PPACA (Affordable Care Act) shall be included in and considered a portion of the health insurance premiums charged by the health insurance carrier, and employees shall pay 20% of such fees and taxes, as part of their premium co-payments described hereinabove. No other Affordable Care Act fees shall be included unless mutually agreed by the parties.

Section 18.2 Life Insurance Program

The Employer shall provide to all employees covered by this Agreement a life insurance program in an amount equal to three (3) times the employee's yearly salary, not to exceed \$250,000.00 in coverage for any employee, with the employee paying one percent (1%) of the life insurance premium, with such payment being made as a payroll deduction.

Section 18.3 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in Section 18.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or plans or coverage thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the costs of the premiums for the insurance programs provided hereunder. The Village shall not be obligated to pay any insurance benefits provided for in this Article directly to employees or to their dependents or beneficiaries.

Section 18.4 Inoculation

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

Section 18.5 Line of Duty Death Benefit

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

ARTICLE IXX. WAGES

Section 19.1 Wage Schedule

Effective May 1, 2022, patrol officers shall receive a 3.25% increase and sergeants shall receive a 3.25% increase. Effective May 1, 2023, patrol officers shall receive a 3.25% increase and sergeants shall receive a 3.25% increase. Effective May 1, 2024, patrol officers shall receive a 3.0% increase and sergeants shall receive a 3.0% increase. Effective May 1, 2025, patrol officers shall receive a 2.75% increase and sergeants shall receive a 2.75% increase. Appendix "E" contains the Wage Schedules for the above-referenced time periods. The Village agrees effective May 1, 2022 that STEP 1 of the wage scale for sergeants shall be 5% higher than a patrol officers STEP 7 pay in a given contract year. 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 to discuss the financial impact on the Village operations and related costs.

Section 19.2 Field Training Officer

The Village shall compensate officers, at the rate of one and one-half (1½) additional hour, at straight time pay, for each shift that such officer is authorized to, and actually performs, as a Field Training Officer. The Village shall be obligated to make only one (1) such FTO payment per trainee per shift. Such compensation may be taken in pay or in compensatory time, subject to the maximum accrual of compensatory time.

Section 19.3 Dog Maintenance Time

Bargaining unit members who serve in the capacity of K-9 officer shall be eligible to be compensated for off-duty dog care functions, which vary from time to time. It is agreed that such compensation, in the amount of 10.5 hours of compensation at the overtime rate per month, is an accurate reflection of the time spent on such off-duty activities. Such compensation may be taken in pay or in compensatory time, subject to the maximum accrual of compensatory time.

Section 19.4 Officer in Charge (OIC)

Officers designated as OIC shall receive forty-eight (48) hours of compensatory time per year, for so long as such officer serves as an OIC, subject to the maximum accrual of compensatory time. If an employee has reached the maximum accrual for compensatory time, such compensation shall be in the form of straight time pay. The distribution of OIC compensatory time shall occur monthly in four (4) hour increments to those members who have been designated as an OIC for that month. The Village reserves the right to determine the number of OIC positions.

Section 19.5 Shift Differential

Bargaining unit members will be paid a 10% shift differential for the hours actually worked between 10:00 p.m. and 6:00 a.m. Shift differential shall not be paid for any hours

outside of those hours set forth hereinabove, unless an employee whose yearly shift assignment regularly entitles that employee to a shift differential or has his/her work hours temporarily changed, at the Employer's request.

Section 19.6 Longevity Pay

Bargaining unit members who were hired as sworn police officers by the Village before May 1, 2010 shall be eligible for longevity pay. Employees who were hired as sworn police officers by the Village after May 1, 2010 will not be eligible to receive longevity pay. Longevity awards are earned on an employee's original employment date. Longevity awards shall be paid quarterly to those employees eligible on the first pay day of May, August, November and February. Longevity pay shall be earned as follows:

| <u>Upon completion of</u> | <u>Longevity Award</u> |
|---------------------------|------------------------|
| 6 years of service | \$500.00 per year |
| 10 years of service | \$650.00 per year |
| 15 years of service | \$800.00 per year |
| 20 years of service | \$950.00 per year |

Section 19.7 Career Development

(a) So long as the Village offers the Career Development Program to Village employees, bargaining unit members shall be allowed to participate in said program. In the event that the Village desires to discontinue the Career Development Program, the Village shall notify the Union in writing, and if the Union requests to bargain over such decision, the Union shall serve a written request to the Village Manager to bargain within thirty (30) days of such notice, or else the Village may implement such decision any time after the expiration of such thirty (30) days.

(b) The minimum passing score for the written examination for promotion to sergeant shall be 70%.

Section 19.8 Acting Watch Commander Pay

Effective upon execution of this Agreement, Sergeants who are required to serve as an Acting Watch Commander due to the complete absence of a Commander for more than twenty-eight (28) consecutive calendar days shall receive, for all such hours worked as an Acting Watch Commander, one (1) hour of pay at straight time or one (1) hour of compensatory time for each full week (seven (7) consecutive calendar days) of service as an Acting Watch Commander, with no proration for periods less than a full week.

ARTICLE XX. IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time).

ARTICLE XXI. BARGAINING UNIT MEMBER TESTING

Section 21.1 Statement of Policy

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

Section 21.2 Prohibitions

Bargaining unit members shall be prohibited from:

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

Section 21.3 Drug and Alcohol Testing Permitted

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

B. Whenever an officer, during the performance of his/her official duties or in the line of duty, discharges his/her firearm, causing injury or death to a person or persons, such officer shall submit to drug and alcohol testing. Such drug and alcohol testing must be

completed as soon as practicable after the officer-involved shooting, but shall be completed no later than the end of the involved officer's shift or tour of duty.

Section 21.4 Order to Submit to Testing

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

Section 21.5 Tests to be Conducted

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

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

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

Section 21.6 Right to Contest

The Local and/or the bargaining unit member, with or without the Local, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner

restricted, diminished or otherwise impaired any legal rights that bargaining unit members may have with regard to such testing. Bargaining unit members retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Local.

Section 21.7 Voluntary Requests for Assistance

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

Section 21.8 Discipline

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

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

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

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

ARTICLE XXII. SUBCONTRACTING

The Village shall have the right to contract out and/or subcontract work if such contracting and/or subcontracting does not cause the lay-off of any bargaining unit employees. The terms "contract out" and/or "subcontract work" shall include assigning bargaining unit work to non-bargaining unit members. The functions that have been historically performed by Community Service Officers ("CSO's") may continue to be performed by CSO's, and shall be excluded from the terms "contract out" and "subcontract work," as used herein.

ARTICLE XXIII. ENTIRE AGREEMENT

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

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE XXIV. SAVINGS CLAUSE

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

ARTICLE XXV. DURATION

Section 25.1 Terms of Agreement

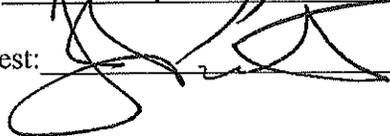
This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on April 30, 2026. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been served 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 written date of receipt.

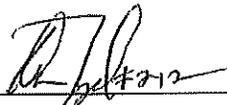
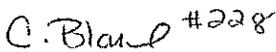
Section 25.2 Continuing Effect

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

VILLAGE OF VERNON HILLS
An Illinois municipal corporation

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: 
Attest: 

By: 
By:  #34
By:  #228

Dated: 4/20/22

Dated: 4/19/22

APPENDIX "A"

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the Illinois Fraternal Order of Police Labor Council. I hereby authorize my Employer, the Village of Vernon Hills, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX "B"

Uniform Items and Equipment

| Item | Color/Finish | Style | # Issued |
|----------------------------------|------------------------------------|--|-----------------|
| Badge | Silver | | 2 |
| Hat Badge | Silver | | 1 |
| Wallet Badge | Silver | | 1 |
| Portable Radio | Black | Star Com | 1 |
| Portable Radio Holder | Black / Black Basketweave | | 1 |
| Microphone Strap | Black | | 1 |
| Hat | Navy | 5 Star | 1 |
| Hat Strap | Silver | | 1 |
| Winter Hat | Navy | Arctic Fur or Knit Cap | 1 |
| Trousers | Navy - Elbeco Poly Wool | One must be Class A others can be Cargo | 3 |
| Short Sleeve Shirt | Navy - Elbeco Poly Wool | Elbeco - Tattooed Officers get 6 long sleeve instead | 3 |
| Long Sleeve Shirt | Navy - Elbeco Poly Wool | Elbeco | 3 |
| All Weather Duty Jacket | Navy | 3 in 1 or 4 in 1 duty jacket | 1 |
| Tie | Navy | | 1 |
| Tie Bar | Brushed Silver | | 1 |
| Name Plates | Brushed Silver | | 2 |
| Body Armor Level 3A with Carrier | | | 1 |
| Footwear | Black - Boots | | 1 |
| Footwear | Black - Class A Shoes | | 1 |
| Rain Coat | Reversible Safety Green | | 1 |
| Rain Cover | Reversible Safety Green | | 1 |
| T-Shirt | Navy, Black, or White | | 5 |
| Gloves - Search | | | 1 |
| Gloves - Winter | | | 1 |
| Socks | Black or Blue | | 5 |
| Sam Brown Belt | Black Basketweave | | 1 |
| Garrison Belt | Black Basketweave | | 1 |
| Holster | Black Basketweave | G17 Blackhawk or Safariland | 1 |
| Ammunition Pouch | Black Basketweave | | 1 |
| Flashlight Holder | Black Basketweave | For small flashlight | 1 |
| Handcuff Case | Black Basketweave | Double or 2 singles | 1 or 2 |
| Handcuffs | Stainless, Black, Nickel, or Satin | | 2 |

| | | | |
|--|--------------------|----------------------------|---|
| Sidebreak Scabbard - Make Baton Holder | Black Basketweave | | 1 |
| Baton | | 21" or 26" | 1 |
| Belt Keeper | Black Basketweave | Hidden snap or silver snap | 4 |
| Ticket Book Holder | | | 2 |
| Equipment Bag | | | 1 |
| Clip Board | | | 1 |
| Container OC - issued with weapons | | | 1 |
| OC Holder | Black Basketweave | | 1 |
| Lockout Tool Kit (Eliminate - in squads) | | | 1 |
| Traffic Vest | Lime Breakaway | Blauer 343 P | 1 |
| Flashlight | Black | Small handheld | 1 |
| Tourniquet & Holder | | | 1 |
| Outer Vest Carrier | Navy - Shirt Style | Partial Molle or Pockets | 2 |
| Pistol Safe | Department Issued | | 1 |
| Gun Cleaning Kit | Department Issued | Required by one academy | 1 |
| Body Mic Holder - Axon | Department Issued | | 1 |
| Academy Uniforms and equipment | Department Issued | | 2 |

APPENDIX "C"

TUITION REIMBURSEMENT APPLICATION
VILLAGE OF VERNON HILLS

THIS FORM MUST BE FULLY COMPLETE PRIOR TO SUBMITTING FOR APPROVAL

Name _____ Date of Application _____

Job Title _____ Department _____

COURSE(S) FOR WHICH TUITION ASSISTANCE IS BEING REQUESTED

Name & Address of School _____ Course(s) & Course No. _____

Estimated Cost: Tuition: _____ Supplies: _____
Fees: _____ Books: _____

TOTAL _____

Date course(s) begin: _____

POLICY STATEMENT: I understand I must submit an itemized receipt from the school that I attended and evidence of satisfactory completion of course(s). I further certify I will not receive reimbursement for this training from any other source. I have read and do understand the rules and procedures of this program.

Applicant's Signature _____ Date _____

Approval for Reimbursement – to be obtained prior to enrolling in course(s)

Supervisor _____ Department Head _____
Assistant Finance Director _____ Village Manager _____

Check one: Directly related to position - Approved at 100% _____
Not related to position - Approved at 50% _____

FOR VILLAGE MANAGER'S OFFICE USE ONLY

Date Grades/Receipt Received _____ % Reimbursed by the Village _____

Total Cost of course(s) per Attached Receipts \$ _____

Assistant Finance Director Signature _____ Date _____

PROGRAM RULES ARE ON THE BACK OF THIS FORM

Tuition Reimbursement Program

All permanent full time and part time personnel, employed by the Village of Vernon Hills, that are in good standing, shall be eligible for this program.

Application to participate in the program shall be made no less than two weeks before the start of the course.

The annual individual cap for tuition reimbursement will be \$5,250, per fiscal year.

Any person who wishes to participate in the program must fill out a Tuition Reimbursement Application and submit through the departmental chain of command for preliminary approval and on to the Assistant Finance Director for final approval by the Village Manager.

The percentage level of reimbursement will be indicated on the form and communicated to the employee. Course(s) will be approved at either 100% or 50%, based upon how the course(s) relates the employee's job. The basic premise for course approval is the effect taking such a course will have on the employee in enhancing or upgrading his/her job performance or increasing his/her promotional opportunities.

The following types of training are eligible to receive tuition reimbursement:

- Courses designed to increase one's skill or trade
- College level courses, both undergraduate and graduate levels
- Continuing education courses in employee's job related field
- Any other appropriate course in a field allied to the line of work of the employee

Courses approved under the program will be paid on a reimbursable basis. Upon completion of the course(s), the employee will submit the original, approved tuition reimbursement application, along with an official grade notice, paid itemized receipt for tuition fees and book costs from the school showing satisfactory (grade of "C" or better). If a specific grade is not issued then some proof of satisfactory completion must be submitted.

Approval for tuition reimbursement will not be authorized by the Department Head if sufficient funds are lacking in the department's budget to accommodate the request for tuition reimbursement. If, however, funds become available at a later date, those requests disapproved for this reason shall be paid on a first applied basis.

Tuition, fees, books and other expenses shall be eligible for reimbursement under this program in accordance to the program's criteria. The percentage paid will be determined by the program's criteria for payment of such.

No employee will receive tuition reimbursement if the cost for taking the course is already covered or paid for by another tuition assistance or scholarship grant source.

In order to receive the tuition reimbursement check, the employee must be employed with the Village at the time the check is issued. In addition, employees voluntarily separating from service (except for medical reasons) within six months of receipt of a tuition reimbursement payment for a class voluntarily taken will have the tuition reimbursement amount withheld from their final pay and /or benefit reconciliation check.

This program does not cover any other type of training such as conferences, conventions, workshops or seminars which are covered by a separate budget account or budget delineation.

APPENDIX "D"

Travel Expense Reimbursement Policy

VERNON HILLS PERSONNEL RULES

Chapter 18.00 – Travel and Expenses

Sections:

- 18.01 Policy
- 18.02 Work Schedule
- 18.03 Travel Advances
- 18.04 Reimbursable Expenses
- 18.05 Per Diem Allowance
- 18.06 Same Day Travel
- 18.07 Meal Reimbursement
- 18.08 Non-Reimbursable Expenses
- 18.09 Reimbursements or Repayment of Travel Advance to Village

18.01 - Policy

Employees shall be reimbursed for official travel and related expenses while carrying out official duties, or attending Department Head or Village Manager approved professional conferences and training courses. Employees are expected to exercise good judgment and proper regard for economy when incurring travel expenses.

The Village will pay registration fees. Employees shall, in advance, complete the necessary application or other registration forms, and assure that a proper payment request is submitted to the Finance Department.

18.02–Work Schedule

When a Non-Exempt Employee uses a village vehicle, their workday will be computed from the time the vehicle is picked up until the time the vehicle is returned.

The employee's work schedule shall be adjusted for that day to fit the schedule of the seminar.

Non-Exempt Employees using their own vehicle, with the approval of the Village Manager or their Department Head, shall start their day or shift at the scheduled start of the conference, seminar or training. Overtime may be paid for a conference, seminar, or training that lasts in excess of 8 hours, if approved by the Village Manager or their Department Head.

When possible an employee's work day/work week schedule shall be changed so that when seminars, training or conferences are originally scheduled for an employee's normal "off" day (Police Personnel) the seminars, training, or conference will fall on a scheduled workday instead. If their schedule cannot be adjusted the employee, with Department Head approval, may receive overtime pay for their attendance at the seminar, training or conference.

18.03 - Travel Advances

A travel advance may be issued to an employee if approved by the department head or Village Manager. Requests for travel advances shall be submitted with documentation a minimum of 15 business days and a maximum of 30 days in advance of the conference, training or seminar through the employee's department to the Finance Director on a Travel Expense Voucher. The Finance Department will process the requisition and provide the employee with approved funds in advance of the conference, training or seminar.

18.04- Reimbursable Expenses

A. Transportation.

1. Use of Village Vehicle. Reimbursable expenses shall include fuel, oil, tolls, and parking charges not to exceed the cost of round-trip coach airfare. Employees shall use the most direct round trip route that is practicable.
2. Use of Personal Vehicle. Employees may use their personal vehicle only if a village vehicle is not available, its use impractical and its use is approved by the department head or Village Manager. Reimbursement shall be at the current Internal Revenue Service rate per mile. Reimbursement shall be made only to one of two or more employees traveling in the same vehicle. Reimbursement shall be based on the most direct highway routing between the point of departure and destination. If the employee's reimbursement request exceeds the most direct highway routing, the reasons for the variance shall be explained separately on the Travel Expense Voucher.
3. Rental Car. The renting of a vehicle requires prior approval by the Village Manager.
4. Air travel. Air travel may be authorized for trips exceeding two hundred and fifty (250) miles or when authorized by the Village Manager. Advance reimbursement shall be based on round-trip coach airfare and submittal of receipts.
5. Getting There. The Village will reimburse for expenses related to airport travel. The most economical method should be used whether that be use of personal car, public transportation, hired service or with the prior approval of the department head or Village Manager use of a Village vehicle.

- i. Parking: The most economical parking lot should be chosen.
 - ii. Ground Transportation: The Village will reimburse the employee for use of the most economical ground transportation from the airport to their conference, training or seminar.
6. Other Ground Transportation. Reimbursement will be made for transportation by bus or train if it is the most economical means of transportation to the conference, seminar or training.

B. Lodging.

Shall be based upon the schedule of the conference, seminar or training and will require prior approval by the Department Head or Village Manager.

18.05 - Per Diem Allowance

A per diem allowance will be paid for each day full day of the conference, training or seminar for which overnight lodging is authorized. **When no overnight stay is authorized Sec. 18.06 Same Day Travel shall be used.** The per diem allowance is paid in lieu of direct reimbursement of meals, tips, incidental travel expenses, local telephone calls, and other miscellaneous expenses. Receipts need not be submitted to support this allowance. The Village Board shall set the specific amount of the per diem allowance and update it periodically. The exact amount of the per diem allowance referred to in this Section will be set by the Village. The exact amount may be adjusted periodically and will normally be based on IRS guidelines. The amount of the current per diem allowance may be obtained from the Finance Director.

18.06 – Travel To Local Conferences, Training, and Seminars

A per diem shall not be paid in cases where overnight lodging is not required. Employees will be reimbursed for meals based upon the conference, training or seminar's location, distance, and agenda in the discretion of their Department Head based upon the fixed schedule listed below. No payment shall be made for meals included in the registration fee.

| | |
|-----------|---------|
| Breakfast | \$10.00 |
| Lunch | \$12.00 |
| Dinner | \$23.00 |

Other travel expenses shall be reimbursed as provided in Section 18.04.

18.07 - Meal Reimbursement

Employees shall be reimbursed for meals required in conjunction with official Village business as follows:

- A. Professional, association, or educational meetings with the prior approval of the Department Head or Village Manager shall be reimbursed at their posted rate.

- B. Dinner meetings shall be reimbursed for their posted rate, if one is available.

18.08 - Non-Reimbursable Expenses

Costs incurred by a spouse or other person accompanying an employee, costs for the purchase of alcoholic beverages, rental cars, late checkout charges, parking tickets, traffic fines, or costs for any other expense not otherwise provided for in this Chapter shall not be reimbursed by the Village without approval of the Village Manager.

18.09 - Reimbursement or Repayment of Travel Advance to Village

- A. Requests for reimbursement shall be submitted by employees to their department **within 15 business days** of the date the expenses were incurred. Receipts must accompany all claims, except per diem, for reimbursement. If receipts are not available the Village Manager may approve a written statement from the employee certifying the amounts for reimbursement.
- B. Employees who have requested and received travel advances are required to submit an accounting of their travel expenses to their department head and/or the Finance Director along with any unused portion of the travel advance. If actual expenses exceed the travel advance the amount due to the employee shall be reimbursed based upon the normal and customary processing schedule and procedure. Receipts for expenses, except for per diem, must be submitted. If receipts are not available, the Village Manager may approve a written statement from the employee certifying the amounts for reimbursement.

APPENDIX "E"

Wage Schedule

**VILLAGE OF VERNON HILLS SALARY STEP PROGRAM
POLICE OFFICERS & SERGEANTS
EFFECTIVE MAY 1, 2022**

| FY 2022 – 2023 – 3.25% | | | | | | | | |
|------------------------|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| POSITION | MUNIS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| POLICE OFFICER | 34 | \$80,960 | \$86,102 | \$91,247 | \$96,393 | \$101,538 | \$106,679 | \$111,827 |
| * POLICE SERGEANT | 35 | \$117,418 | \$121,527 | \$126,388 | \$131,946 | | | |
| FY 2023 – 2024 – 3.25% | | | | | | | | |
| POSITION | MUNIS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| POLICE OFFICER | 34 | \$83,592 | \$88,901 | \$94,213 | \$99,526 | \$104,838 | \$110,146 | \$115,461 |
| POLICE SERGEANT | 35 | \$121,234 | \$125,477 | \$130,496 | \$136,235 | | | |
| FY 2024 – 2025 – 3.0% | | | | | | | | |
| POSITION | MUNIS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| POLICE OFFICER | 34 | \$86,099 | \$91,568 | \$97,039 | \$102,512 | \$107,983 | \$113,450 | \$118,925 |
| POLICE SERGEANT | 35 | \$124,871 | \$129,241 | \$134,411 | \$140,322 | | | |
| FY 2025 – 2026 – 2.75% | | | | | | | | |
| POSITION | MUNIS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| POLICE OFFICER | 34 | \$88,467 | \$94,086 | \$99,708 | \$105,331 | \$110,953 | \$116,570 | \$122,196 |
| POLICE SERGEANT | 35 | \$128,305 | \$132,795 | \$138,107 | \$144,180 | | | |

* Reflects initial adjustments to Sergeant Step 1, 2 & 3 from FY 2021-2022.