

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**9/6/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
VOC Transition Agreement	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution is requested authorizing the approval of a transition agreement between the Village of Downers Grove and the Illinois Fraternal Order of Police Labor Council (VOC Operators).

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-17 include *Strong, Diverse Local Economy*.

**FISCAL IMPACT**

All expenses related to this transition agreement will be included in the FY17 Proposed Budget.

**RECOMMENDATION**

Approval on the September 6, 2016 active agenda.

**BACKGROUND**

The collective bargaining agreement with the VOC operators expired on April 30, 2016. Due to dispatching services being outsourced to Du-Comm, this agreement encompasses both the terms of a successor agreement, as well as the terms for the closure of the Village Operation Center. Pursuant to the terms of the agreement, all full-time dispatchers will receive a 5% salary increase. Also, full-time dispatchers still employed at the time of the closure of the Village Operation Center will be entitled to a severance payment in accordance with the terms and conditions outlined in agreement.

**ATTACHMENTS**

Resolution  
Agreement

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney DATE: September 6, 2016  
(Name)

RECOMMENDATION FROM: N/A FILE REF: \_\_\_\_\_  
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF A TRANSITION AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE FRATERNAL ORDER OF POLICE LABOR COUNCIL", as presented.



SUMMARY OF ITEM:

Adoption of this resolution will authorize execution of a transition agreement between the Village and the Fraternal Order of Police Labor Council.

RECORD OF ACTION TAKEN:

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**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF A  
TRANSITION AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THE FRATERNAL ORDER OF POLICE LABOR COUNCIL**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Downers Grove Fraternal Order of Police Labor Council (the "Union"), for the closing of the Village Operation Center (VOC), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

## TRANSITION AGREEMENT

This Transition Agreement (“Agreement”), concerning the closing of the Village Operation Center at the Village’s Police Department located at 825 Burlington Avenue, Downers Grove, Downers Grove, IL 60515 (the “VOC Center”), is entered into this 6th day of September, 2016, by the Village of Downers Grove (hereinafter referred to as the “Village”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”).

### RECITALS

WHEREAS, the Village has maintained a VOC within its Police Department and has employed full and part-time Telecommunicators who have been responsible for dispatching calls for fire and police service;

WHEREAS, the Village has decided to outsource its dispatching operation and will be transitioning to a regional-consolidated dispatching operation in which fire and police calls would be dispatched by another public entity;

WHEREAS, on or about December 8, 2008, the Illinois Labor Relations Board certified the Union as the collective bargaining representative for all full-time Telecommunicators employed by the Village;

WHEREAS, the Village will cease all dispatching operations at the VOC by approximately May 31, 2017;

WHEREAS, the Village and the Union have met, discussed, and negotiated in good faith concerning all terms and conditions affecting the full-time Telecommunicators represented by the Union arising out of the closing of the VOC and the benefits to be granted to employees terminated from their jobs as Telecommunicators as a result of the outsourcing of dispatching

operations, and they desire to set forth in this Agreement their entire agreement with respect to such matters; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter stated, it is agreed by the Village and the Union on behalf of itself and the employees it represents as follows:

## AGREEMENTS

### ARTICLE I

#### UNION COOPERATION IN TRANSITION PROCESS

The Union agrees, on behalf of itself and the employees it represents, to cooperate fully with the Village in providing for and implementing an orderly transition of the VOC, and to take all reasonable steps required to facilitate such transition of dispatching operations, and will take no step or action to interfere with the Village's business or to disparage the Village or support any such action by others. Should any current or former bargaining unit member or current or former Union member take any step or action to interfere with the Village's business or to disparage the Village or support any such action by others, an official representative of the Union will publicly disavow the Union's involvement in or support of such action. Complete good faith adherence to the letter and spirit of this paragraph by the Union and the employees it represents is essential to this Agreement.

### ARTICLE II

#### TRANSITION PROCEDURE

Section 1. It is the intention of the Village to cease dispatching operations at the VOC by approximately May 31, 2017 and that the Village will employ the full-time Telecommunicators until the closure of the VOC. The estimated date of closure of the VOC is

subject to change. The Village shall provide a minimum 30-day notice to the Union of the final date of closure.

**Section 2.** Any employee terminated in accordance with this Agreement shall cease to be an employee of the Village, his employment relationship with the Village shall be permanently and completely severed and the employee shall have no rights, privileges or benefits other than those specifically granted herein or incorporated by reference, and he shall execute any releases or waivers required under the terms of this Agreement in order to be eligible for any benefits provided under the terms of this Agreement.

**Section 3.** Unless otherwise amended or superseded by this Agreement, all other terms and conditions of the May 1, 2013-April 30, 2016 Collective Bargaining Agreement (the CBA") between the Parties shall be in full force and effect.

### **ARTICLE III**

#### **WAGES AND OTHER BENEFITS**

All eligible full-time employees shall receive a 5% wage increase retroactive to May 1, 2016. Effective the date of this Agreement, employees engaged in the training of other dispatchers, shall receive ten percent (10%) assignment pay for each hour that they are engaged in training another employee.

All full-time employees eligible to receive a Performance Bonus in accordance with Article 19 of the CBA shall receive the Performance Bonus at the time of separation from employment. Eligible employees shall not be entitled to the clothing allowance provided for in

Article 20 of the CBA, unless the VOC continues to be in operation past June 1, 2017.

#### ARTICLE IV

#### INSURANCE COVERAGE

Each eligible employee may continue to participate in the Village's health, dental, and life insurance plans at the same rates and benefit levels as provided to other full-time Village employees, with the employee paying his designated share of the premium, for a period of up to six months following the closure of the VOC, until employed elsewhere and offered medical insurance by the new employer. Following the expiration of Village-provided coverage, the right of terminated employees and/or their eligible dependents to continued medical coverage shall be governed by the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the employees will be responsible for 100% of the COBRA premium.

#### ARTICLE V

#### SEVERANCE PAY

Section 1. Each employee who satisfies the eligibility requirements set forth in Section 2 below shall receive severance pay according to the following schedule:

Years of service	Amount
2-3 years	\$2,500.00
3-4 years	\$3,500.00
4-8 years	\$5,000.00
8-15 years	\$10,000.00
15 years or more	\$15,000.00

Payment of the severance amounts, less applicable withholdings, will be made to the employee after the Waiver and Release executed by the employee becomes effective and enforceable pursuant to the provisions set forth in *Attachment A*, all severance and separation payments will be made by separate check and issued thirty (30) days after separation.

Section 2. To be eligible for severance pay set forth in Section 1 above, an employee must:

- (a) be terminated as a Telecommunicator due to the closing of the VOC; and
- (b) execute an individual release as provided in Article X herein (attached hereto as *Attachment A*); and
- (c) remain in the Village's employ and fulfill all assigned job responsibilities in a manner consistent with the Village's reasonable expectations through the date of the closing of the VOC, and not use more than three (3) sick leave days per month (unless accompanied by a doctor's note or in accordance with the FMLA) during the remainder of his employment with the Village. An employee who is eligible for benefits pursuant to the provisions of this Agreement shall forfeit all rights for any and all such benefits (other than accrued vacation pay and compensatory time) if he fails to work as scheduled by the Village and fulfill all assigned job responsibilities until the date his employment is terminated by the Village solely due to the closing of the VOC.



## ARTICLE VI

### VACATION, HOLIDAY & COMPENSATORY TIME

The Village will pay each employee terminated by the Village as a result of the closing of the VOC all earned vacation, holiday, and floating holiday time to which the employee is entitled and all accumulated compensatory time following the employee's termination of employment.

Vacation scheduling shall be in accordance with Article 16 of the CBA, subject to the following restrictions:

- a) Employees shall be entitled to bid one (1) week long block;
- b) Employees may bid up to ten (10) single days;
- c) A maximum of one (1) dispatcher shall be scheduled for a week block of vacation at a time.

Additional blocks/days of vacation shall be granted at the sole discretion of the VOC Manager. The parties agree that should staffing levels fall below the current levels, as of the date of this agreement, or if Westmont is no longer dispatched by the VOC, they will meet to further discuss and modify (if necessary) these parameters.

## ARTICLE VII

### OUTPLACEMENT & REFERENCES

Section 1. The Village will work with Du-Comm to place interested employees into Telecommunicator positions there, but it offers no assurances whatsoever (express or implied) that Du-Comm will offer them a job.

Section 2. The Village will provide a job/career counseling workshop for employees whose employment will be terminated as a result of the closing of the VOC. The Village will schedule two identical workshops to facilitate attendance.

Section 3. In the event any prospective employer contacts the Village for a reference on an employee, the Village will advise the prospective employer that the employee's change in employment status with the Village was the result of outsourcing unrelated to the employee's job performance and will only verify dates of hiring and separation.

Section 4. Upon request, each employee will be provided with copies of any training certificates and awards the employee earned while employed by the Village.

### ARTICLE VIII

#### UNEMPLOYMENT COMPENSATION

All employees whose employment will be terminated as a result of the closing of the VOC are entitled to apply for compensation benefits from the Illinois Department of Employment Security. The Village shall not contest, object to, or take steps to hinder the prompt payment of unemployment benefits, including for those who choose not to apply for other positions within the Village.

### ARTICLE IX

#### STATUS REPORTS

The Village will provide a status report on the transition to Du-Comm, including updates to the date of closure of the VOC, to the bargaining unit members not less than once a month.

**ARTICLE X****ENFORCEMENT**

The Village's failure to provide the benefits described in this Agreement are enforceable through the grievance and arbitration process described in the Union's last collective bargaining agreement with the Village.

**ARTICLE XI****COMPLETE AGREEMENT**

This Agreement represents and constitutes the complete agreement between the parties on the subject of the closing of the VOC and the termination of employees' employment as a result thereof. It may be amended only by a written memorandum signed by authorized representatives of the parties to this document in which it is declared that such writing is an amendment to this Agreement.

**ARTICLE XII****EFFECTIVE DATE**

The Village and the Union, having agreed to the foregoing provisions, and acknowledging that this Agreement requires ratification by the Union membership and approval by the Village Council, do hereby mutually agree that this Agreement shall become effective at the time the Village Council approves this Agreement following ratification by the Union membership.

EXECUTED by the duly authorized representatives of the parties this \_\_\_\_ day of

\_\_\_\_\_, 2016.

VILLAGE OF DOWNERS GROVE

ILLINOIS FRATERNAL ORDER OF POLICE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
President

8/16/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

8/16/16  
\_\_\_\_\_  
Date

2/word/agm/voclosure

**WAIVER AND RELEASE FOR EMPLOYEES UNDER AGE 40**

I, \_\_\_\_\_, acknowledge the receipt of the benefits described in the Transition Agreement between the Village of Downers Grove ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union") concerning the closing of the Village Operations Center ("VOC") located at 825 Burlington Avenue, Downers Grove, Illinois. In consideration of the promises and benefits in the Transition Agreement, which I acknowledge to be additional to any other compensation or benefits that the Village is obligated to provide, I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns hereby waive, release and forever discharge the Village, its commissioners, employees, and agents, past, present, and future (hereinafter collectively referred to as "Releasees"), from any and all obligations, claims, causes of action, liabilities, grievance or arbitration claims, and claims and demands, known or unknown, of any kind which have or could be asserted against the Releasees arising out of or related to employment with and/or separation from employment with the Village and/or any of the other Releasees and/or any other occurrence up to and including the date of this Waiver and Release, including, but not limited to those:

- under the Americans with Disabilities Act, as amended; Title VII of the Civil Rights Act of 1964, as amended (including the Civil Rights Act of 1991 amendments); 42 U.S.C. Sections 1981, 1983, 1985, 1988, and all amendments to those statutes; the Family and Medical Leave Act, as amended; the Worker Adjustment and Retraining Act of 1988; the United States Constitution; the Illinois Constitution; the Illinois Human Rights Act, as amended; the Rehabilitation Act of 1973, as amended; and any other federal or state statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
- for wages, bonuses, sick time, or other compensation of any kind, including claims arising under the Fair Labor Standards Act (including the Equal Pay Act amendments), the Employee Retirement Income Security Act, as amended; the Illinois Wage Payment and Collection Act, as amended; the Illinois Minimum Wage Law; and any federal, state, or local statute or ordinance addressing matters similar to those addressed by the statutes expressly mentioned;

- for violations of any collective bargaining agreement, the Illinois Public Labor Relations Act, as amended; and any other federal or state statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
- for mistreatment, discrimination, negligence, malfeasance, wrongful or retaliatory discharge, breach of covenant, libel, slander, defamation, invasion of privacy, interference with contract, impairment of economic opportunities, intentional or negligent infliction of emotional distress and/or mental anguish, violation of public policy, or any other alleged wrongdoing or illegality arising under the common law of any state or other jurisdiction;
- for alleged violations of the Village's personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or breach of any express or implied contract of any kind;
- for compensatory or punitive damages, or any other damages of any kind, expenses, back pay, front pay, disability or other benefits (other than any accrued pension benefits); and
- for attorneys' fees and litigation costs incurred by me in relation to such claims,

but excluding any claim which by law I cannot waive.

I further waive, release, and discharge Releasees from any reinstatement rights which I have or could have, and further waive any right to any monetary recovery should any federal, state or local administrative agency or any union pursue any claims on my behalf arising out of, or related to, my employment or separation from employment with the Village.

I also agree never to sue any of the Releasees or become party to a lawsuit on the basis of any claim of any type whatsoever arising out of or related to my employment with and/or separation from employment with the Village and/or any of the other Releasees, other than a lawsuit to challenge the validity of this Waiver and Release Agreement under the ADEA.

I further acknowledge that I will receive all compensation to which I was entitled from the Village upon my separation from employment or as otherwise agreed upon, and I have not suffered any on the job injury for which I have not already filed a claim. I represent that I have not initiated or filed any claims of any type against the Village with any court or governmental or administrative agency.

If any provision of this Waiver and Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release shall continue in full force and effect.

The Village has decided to provide the benefits described in the Transition Agreement to all employees working as full-time Telecommunicators as of as of the date of closure of the VOC located at 825 Burlington Avenue, Downers Grove, Illinois. As required by applicable law, the Village provides the following information:

- The Village provides the benefits described in the Transition Agreement to all employees working full-time as Telecommunicators as of the date of closure of the VOC and whom were selected for termination of employment in conjunction with the closing of the VOC.
- The decisional unit includes all employees working as Telecommunicators as of the date of closure of the VOC located at 825 Burlington Avenue, Downers Grove, Illinois.
- Eligible employees will receive the benefits described in the Transition Agreement.
- As a condition of receiving payments and benefits provided under this Waiver and Release and the Transition Agreement, all persons eligible must agree to and fully comply with all of the terms and conditions set forth in this Waiver and Release and the Transition Agreement.

I acknowledge that I have read this Waiver and Release and understand all of its terms, and that I voluntarily agree to the terms of this Waiver and Release with full knowledge of the meaning and consequences of doing so. I memorialize my agreement to the terms described in this Waiver and Release and the Transition Agreement by signing and printing my name below.

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Signed Name

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Date

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Printed Name

**ATTACHMENT A****WAIVER AND RELEASE FOR EMPLOYEES AGE 40 OR OLDER**

I, \_\_\_\_\_, acknowledge the receipt of the benefits described in the Transition Agreement between the Village of Downers Grove ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union") concerning the closing of the Village Operations Center ("VOC") located at 825 Burlington Avenue, Downers Grove, Illinois. In consideration of the promises and benefits in the Transition Agreement, which I acknowledge to be additional to any other compensation or benefits that the Village is obligated to provide, I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns hereby waive, release and forever discharge the Village, its commissioners, employees, and agents, past, present, and future (hereinafter collectively referred to as "Releasees"), from any and all obligations, claims, causes of action, liabilities, grievance or arbitration claims, and claims and demands, known or unknown, of any kind which have or could be asserted against the Releasees arising out of or related to employment with and/or separation from employment with the Village and/or any of the other Releasees and/or any other occurrence up to and including the date of this Waiver and Release, including, but not limited to those:

- under the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act (including the Older Worker Benefit Protection Act amendments), as amended; Title VII of the Civil Rights Act of 1964, as amended (including the Civil Rights Act of 1991 amendments); 42 U.S.C. Sections 1981, 1983, 1985, 1988, and all amendments to those statutes; the Family and Medical Leave Act, as amended; the Worker Adjustment and Retraining Act of 1988; the United States Constitution; the Illinois Constitution; the Illinois Human Rights Act, as amended; the Rehabilitation Act of 1973, as amended; and any other federal or state statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
- for wages, bonuses, sick time, or other compensation of any kind, including claims arising under the Fair Labor Standards Act (including the Equal Pay Act amendments), the Employee Retirement Income Security Act, as amended; the Illinois Wage Payment



and Collection Act, as amended; the Illinois Minimum Wage Law; and any federal, state, or local statute or ordinance addressing matters similar to those addressed by the statutes expressly mentioned;

- for violations of any collective bargaining agreement, the Illinois Public Labor Relations Act, as amended; and any other federal or state statute or local ordinance addressing matters similar to those addressed by the statutes expressly mentioned;
- for mistreatment, discrimination, negligence, malfeasance, wrongful or retaliatory discharge, breach of covenant, libel, slander, defamation, invasion of privacy, interference with contract, impairment of economic opportunities, intentional or negligent infliction of emotional distress and/or mental anguish, violation of public policy, or any other alleged wrongdoing or illegality arising under the common law of any state or other jurisdiction;
- for alleged violations of the Village's personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or breach of any express or implied contract of any kind;
- for compensatory or punitive damages, or any other damages of any kind, expenses, back pay, front pay, disability or other benefits (other than any accrued pension benefits); and
- for attorneys' fees and litigation costs incurred by me in relation to such claims,

but excluding any claim which by law I cannot waive.

I further waive, release, and discharge Releasees from any reinstatement rights which I have or could, and further waive any right to any monetary recovery should any federal, state or local administrative agency or any union pursue any claims on my behalf arising out of, or related to, my employment or separation from employment with the Village.

I also agree never to sue any of the Releasees or become party to a lawsuit on the basis of any claim of any type whatsoever arising out of or related to my employment with and/or separation from employment with the Village and/or any of the other Releasees, other than a lawsuit to challenge the validity of this Waiver and Release Agreement under the ADEA.

I further acknowledge that I will receive all compensation to which I was entitled from the Village upon my separation from employment or as otherwise agreed upon, and I have not suffered any on the job injury for which I have not already filed a claim. I represent that I have

not initiated or filed any claims of any type against the Village with any court or governmental or administrative agency.

I further agree and acknowledge that I entered into this Waiver and Release knowingly and voluntarily, without force or coercion, and that:

- this Waiver and Release and Table 1 below is written in a manner understood by me and that I fully understand all of the provisions of this Waiver and Release and Table 1 below;
- this Waiver and Release refers to and specifically waives my rights under the Age Discrimination in Employment Act, as amended (“ADEA”);
- by signing this Waiver and Release, I have not waived any rights under the ADEA arising after the effective date of this Waiver and Release;
- I have received valuable consideration in exchange for my waiver and release of claims included in this Waiver and Release which substantially exceeds amounts that I would otherwise be entitled to receive from the Village;
- I have been advised to consult with an attorney prior to executing this Waiver and Release;
- I received this Waiver and Release on \_\_\_\_\_, 2016, and I may take up to forty-five (45) days from receipt of this Waiver and Release to consider whether to sign this Waiver and Release; and
- I have been provided a written list of the job titles and ages of all individuals eligible for benefits under the Transition Agreement and the ages of the individuals in the same job classification who are not eligible for benefits under the Transition Agreement (below at Table 1).

I further agree and acknowledge that:

- I have been notified and understand that I have the right to rescind this Waiver and Release if done within seven (7) calendar days of my execution of this Waiver and Release (*i.e.*, the day I signed it below);
- I executed this Waiver and Release on the date last entered below next to my signature;
- To become effective, any rescission of this Waiver and Release by me must be in writing and delivered to Enza Petrarca, Village Attorney, either by hand or by mail, within the seven (7) calendar-day period described above.

- If delivered by mail, the rescission must be: (1) postmarked within the seven (7) calendar-day period; (2) properly addressed to Enza Petrarca, Village Attorney, 801 Burlington Avenue, Downers Grove, IL 60515; and (3) sent by certified mail, return receipt requested.
- This Waiver and Release will not become effective if properly revoked by me during the seven (7) calendar-day day period described above.
- If not so revoked, this Waiver and Release will become effective on the eighth (8) day following the date I execute this Waiver and Release. I acknowledge and agree that this seven (7) calendar-day rescission period fully satisfies any and all revocation rights provided by law.
- If any provision of this Waiver and Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release shall continue in full force and effect.

#### **INFORMATION ABOUT TABLE 1**

The Village has decided to provide the benefits described in the Transition Agreement to all employees working as full-time Telecommunicators as of the date of closure of the VOC located at 825 Burlington Avenue, Downers Grove, Illinois. As required by applicable law, the Village provides the following information:

- The Village provides the benefits described in the Transition Agreement to all employees working full-time as Telecommunicators as of the date of closure of the VOC and whom were selected for termination of employment in conjunction with the closing of the VOC.
- The decisional unit includes all employees working as Telecommunicators as of date of closure of the VOC located at 825 Burlington Avenue, Downers Grove, Illinois.
- Eligible employees will receive the benefits described in the Transition Agreement.
- As a condition of receiving payments and benefits provided under this Waiver and Release and the Transition Agreement, all persons eligible must agree to and fully comply with all of the terms and conditions set forth in this Waiver and Release and the Transition Agreement; and they must return a signed copy of this Waiver and Release to the Village within 45 days after receiving it; and they must not revoke the Waiver and Release during the seven (7) calendar-day revocation period provided by law.
- Table 1 below lists the ages and job classifications of the employees in the decisional unit who were selected for termination of employment and the ages and job classifications of the employees in the decisional unit who were not selected:

TABLE 1

Job Title	Number of Employees Selected for Termination of employment	Age	Eligible for Benefits Under Shutdown Agreement? (Y/N)	Number of Employees Not Selected for Termination	Age(s)
Full-Time Telecommunicator	11	45 44 40 33 33 37 41 55 39 27 51	Y Y Y Y Y Y Y Y Y Y Y	N/A	N/A
Part-Time Telecommunicator	5	29 35 32 56 29	N N N N N	N/A	N/A

I acknowledge that I have read this Waiver and Release and understand all of its terms, and that I voluntarily agree to the terms of this Waiver and Release with full knowledge of the meaning and consequences of doing so. I memorialize my agreement to the terms described in this Waiver and Release and the Transition Agreement by signing and printing my name below.

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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