

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**SEPTEMBER 14, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Voluntary Separation Program-Police Department	Resolution Ordinance ✓ Motion Discussion Only	David Fieldman Village Manager

**SYNOPSIS**

A motion is requested for approval of the terms of the Village's Voluntary Separation Program-Police Department.

**STRATEGIC PLAN ALIGNMENT**

The Village goals for 2010-2014 include *Exceptional Municipal Organization*. A supporting objective of this statement is to provide *Financially Sound and Sustainable Village Government*.

**FISCAL IMPACT**

The fiscal impact of the program will vary depending on actual participation, but is expected to result in significant overall personnel expense reductions. For each employee that participates in the program and separates from the organization, assuming the position is not filled, the Village can expect to realize, on average, approximately \$125,000 in annual personnel savings.

**RECOMMENDATION**

Approval on the September 14, 2010 consent agenda.

**BACKGROUND**

Consistent with the approved Voluntary Separation Program offered to employees last year, a similar program is proposed for FY 2010 for Police Sergeants and Lieutenants. In response to challenging economic conditions, the Police Department took the opportunity to review staffing levels and operations. The Department has been restructured and the Voluntary Separation Program was offered to Sergeants and Lieutenants as a way to implement the restructuring.

**ELIGIBILITY:**

Any Police Department Lieutenant or Sergeant is eligible to participate in this program.

**INCENTIVE PACKAGE:**

- An employee will receive one week of severance pay for each full year of consecutive service up to a maximum of 12 weeks (no credit will be given for partial years of service).
- If currently enrolled in the Village's Health Insurance Plan an employee may select to enroll in the Village's retiree health insurance plan (single or family coverage as defined within the retiree health plan document) subject to all co-pays, without premium cost for three years from the date of separating from the Village. At the end of the described time frame (three years), in order to

continue to enroll in the Village's health plan, the employee must meet the requirements outlined in the Personnel Manual for retiree health insurance benefits.

- The Village will provide an employee the opportunity to continue his/her dental and vision insurance through COBRA at the employee's sole expense, for the time period as required by law.
- All other accrual payouts will be made consistent with existing Village Policy.

Further details are provided in the attached program summary.

Based on the analysis, staff believes that the recommended program terms are sufficient enough to create an incentive for substantial participation, which will result in greater personnel expense reductions long-term.

## **ATTACHMENTS**

Program Summary

## **VOLUNTARY SEPARATION PROGRAM**

This Voluntary Separation Program is established to provide a one time voluntary separation incentive package. Program policies and procedures are detailed below:

### **ELIGIBILITY:**

Any Police Department Lieutenant or Sergeant is eligible to participate in this program.

### **INCENTIVE PACKAGE:**

- An employee will receive one week of severance pay for each full year of consecutive service up to a maximum of 12 weeks (no credit will be given for partial years of service).
- If currently enrolled in the Village's Health Insurance Plan an employee may select to enroll in the Village's retiree health insurance plan (single or family coverage as defined within the retiree health plan document) subject to all co-pays, without premium cost for three years from the date of separating from the Village. At the end of the described time frame (three years), in order to continue to enroll in the Village's health plan, the employee must meet the requirements outlined in the Personnel Manual for retiree health insurance benefits.
- The Village will provide an employee the opportunity to continue his/her dental and vision insurance through COBRA at the employee's sole expense, for the time period as required by law.
- All other accrual payouts will be made consistent with existing Village Policy.

### **APPLICATION PROCESS:**

The law requires that an employer provide employees with a minimum attorney review period of forty-five (45) days for Separation and Waiver Agreements; therefore, employees are advised to contact their personal attorneys at their own expense to review the Separation and Waiver Agreement prior to execution, if they so desire. Therefore, in order to participate in this program and to meet the legal requirement of a 45 day attorney review period, an employee must submit the attached application and signed Separation and Waiver Agreement to the Human Resources Department and his/her Department Director by no later than **September 10, 2010**. This program will not be offered after this date.

Once a signed application and Separation and Waiver Agreement is submitted it shall become binding once approved by the Village Council; however, an employee may revoke a signed Separation and Waiver Agreement within seven (7) days of signing the agreement. Any such revocation shall be in writing and must be received by the Human Resources Department within such seven (7) day period. An employee who timely revokes the Separation and Waiver Agreement shall not be eligible to receive the voluntary incentive plan under the program.

**SEPARATION DATE:**

Unless otherwise agreed upon, the separation date shall be October 1, 2010. When establishing a separation date, the Village reserves the right to consider the needs of the department and the Village in order to minimize the disruption on Village operations and to maximize the amount of savings that are generated by this program.

*Please direct any questions about this program to the Human Resources Department.*

**Village of Downers Grove**  
**Voluntary Separation Program Application**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Address

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Hire Date

\_\_\_\_\_  
Requested Retirement/Separation Date

I am applying for the Voluntary Separation Program. The option I have selected is:

- An employee can select to enroll in the Village's retiree health insurance plan (single or family coverage as defined within the retiree health plan document), subject to all co-pays, without premium cost for three years from the date of separating from the Village.

By signing below, I acknowledge that this binding application is submitted in order to formally accept the Village's Voluntary Separation Program.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

***Please return application to Human Resources no later than September 10, 2010***

cc: Police Chief

2/word/memo09/vspapplication

**VILLAGE OF DOWNERS GROVE  
VOLUNTARY SEPARATION PROGRAM**

**WAIVER AND RELEASE AGREEMENT**

In consideration for the voluntary separation incentive to be provided to me under the terms of the Voluntary Separation Program (the "Program"), which I acknowledge to be additional to any other compensation or benefits that the Village of Downers Grove (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, and each of its and their respective successors and assigns (hereinafter collectively referred to as "Releasees"), from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have or could be asserted against the Releasees arising out of or related to my 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 Agreement, including but not limited to:

- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. §§ 1981 1983, 1985, 1988, and all amendments to the foregoing statutes; the Age Discrimination in Employment Act, as amended; the Employee Retirement Income Security Act, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Illinois Human Rights Act, as amended; the Wage Payment and Collection Act, as amended; the Illinois Public Labor Relations Act, as amended; the Public Employee Disability Act, as amended; the Public Safety Employee Benefits Act, as amended; and/or any and all other federal, state, local, or municipal employment discrimination or personnel statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on race, color, age, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, off-duty conduct, arrest or conviction record, marital status, parental status, military or veteran status, source of income, genetic background or predisposition, entitlement to benefits, attainment of benefit plan rights, union activities, harassment, retaliation, or any other status or conduct protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders); and/or
- any and all claims, actions, causes of action or liabilities asserting the Village has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or
- any and all claims, actions, causes of action or liabilities whatsoever including, but not limited to, claims asserting the Village has violated public policy, statutory or common law, including claims for: severance pay, wrongful termination, personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family; promissory estoppel; claims based upon breach of contract; and/or

- claims, actions, causes of action or liabilities arising under any other common law; federal, state, or local statute, law, ordinance, or regulation; or other claim whatsoever arising out of, or relating to, my employment with, and/or separation from, employment with the Village and/or any of the other Releasees; and/or
- any and all claims, actions, causes of action, or liabilities asserting the Village is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys' fees), back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest,

but excluding the filing of an administrative charge, any claims which I may make under State workers' compensation, any claims under State law (whether statute or common law) which I may have, and/or any claims which by law I cannot waive.

I further waive, release, and discharge Releasees from any reinstatement rights which I have or could have (except any possible future recall rights pursuant to any collective bargaining agreement applicable to me), 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 acknowledge that I have had at least forty-five (45) days to consider this Waiver and Release Agreement thoroughly and I was encouraged to consult with my personal attorney, if desired, before signing below.

I understand that I may revoke this Waiver and Release Agreement within seven (7) days after its signing and that any revocation must be made in writing and submitted to Human Resources within such seven day period. I further understand that if I revoke this Waiver and Release Agreement, I will not be entitled to the Voluntary Separation Incentive under the Program.

**I FURTHER UNDERSTAND THAT THIS WAIVER AND RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

I acknowledge and agree that if any provision of this Waiver and Release Agreement 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 Agreement shall continue in full force and effect.

I further acknowledge and agree that I have carefully read and fully understand all of the provisions of this Waiver and Release Agreement and that I voluntarily enter into this Waiver and Release Agreement by signing below.

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(Name of Participant - Please Print)

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(Signature of Participant)

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(Date)

PLEASE RETURN TO:

Wes Morgan  
Director of Human Resources  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

2/word/agreement/vspwaiver&release