

RESOLUTION 2016-029 PASSED: MARCH 28, 2016

AUTHORIZING THE EXECUTION OF TWO SIDE LETTER AGREEMENTS BETWEEN THE CITY OF DEKALB AND THE FRATERNAL ORDER OF POLICE LODGE 115.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and,

WHEREAS, the City currently has a collective bargaining agreement with the Fraternal Order of Police, Lodge 115, and wishes to approve certain Side Letters of Agreement with the same organization;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City the execution of the two Side Letters of Agreement attached hereto as Exhibit A by the Mayor of the City of DeKalb or his designee, subject to such minor amendments as shall be acceptable to him as to form, with the recommendation of the City Manager.

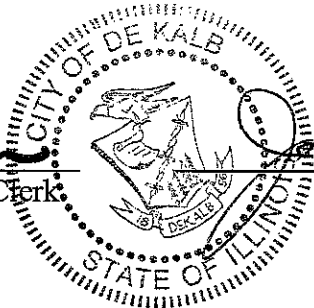
Section 2: That this Resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 28th day of March, 2016 and approved by me as Mayor on the same day. Passed by a roll call vote of 7-0-1. Aye: Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: None. Absent: Jacobson.

ATTEST:



JENNIFER JEEP JOHNSON, City Clerk





JOHN A. REY, Mayor

City of DeKalb and FOP Labor Council, Lodge 115

Shift Preparation Settlement Agreement

WHEREAS, the City of DeKalb and the FOP Labor Council, Lodge 115, are parties to a collective bargaining agreement, with a current term of July 1, 2013 through June 30, 2016;

WHEREAS, on April 26, 2015, the City of DeKalb Police Department eliminated 30 minutes of "shift preparation time" from the work schedules of the Sergeants and Corporals;

WHEREAS, the Union filed a grievance challenging the City's decision to eliminate the shift preparation time, and the City denied that grievance;

WHEREAS, the parties desire to amicably resolve their differences without resort to further litigation; and

WHEREAS, the City desires to consolidate the number of ranks in the organizational structure via elimination of the rank of "Corporal"

THE PARTIES THEREFORE AGREE:

- 1) Effective upon ratification by both parties, the Chief of Police shall direct the City of DeKalb Board of Fire and Police Commissioners to promote all three corporals to the rank of Sergeant. The decision as to whom to promote shall be made solely on authority of the Chief of Police in accordance with the rules and regulations of the Board of Fire and Police Commissioners.
- 2) The City will eliminate the rank of Corporal from the police department's rank structure.
- 3) The parties agree that with the contract that will be effective on July 1, 2016, the current language of Article 30, Section A of the contract will be deleted. In its place, Article 30, Section A will read as follows:

The City and the Union agree that if the City decides to reinstate the rank of Corporal in the future, the Union may demand to bargain over those aspects of the wages, hours, and terms and conditions of employment for the Corporals which are a mandatory subject of bargaining. Such negotiations shall be subject to the impasse resolution procedures in Section 14 of the Illinois Public Labor Relations Act, as may be amended from time to time.

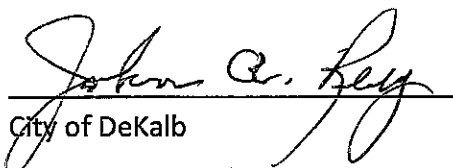
- 4) The parties agree that with the contract that will be effective on July 1, 2016, Article 30, Sections B and C will be deleted from the contract.

- 5) The parties agree that upon ratification of this agreement, Article 30, Section D will be modified as follows.

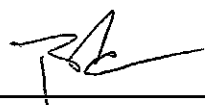
If a Patrol Officer is assigned to serve as an officer in charge in the absence of a Sergeant, that Patrol Officer shall be considered a working supervisor unless otherwise directed by an officer of higher rank. For the remainder of the current contract, which expires on June 30, 2016, an OIC shall receive 5% per hour above the top step patrol officer rate of pay for the time assigned as an OIC. The pay and benefits for an OIC effective July 1, 2016, shall be negotiated as part of the negotiations for a successor bargaining agreement.

- 6) As consideration for this Agreement, the Union shall withdraw the shift preparation grievance upon promotion of the current Corporals to the rank of Sergeant. The parties shall split equally any cancellation fee imposed by the Arbitrator. Both parties shall bear their own costs and attorneys' fees.
- 7) This Agreement shall not be construed as an admission of wrongdoing by the City of DeKalb.
- 8) This Agreement is contingent on ratification by the membership of the FOP Labor Council Lodge 115, and by the City Council.

Agreed:



City of DeKalb
3/29/2016
Date



FOP Labor Council, Lodge 115
3/22/16
Date

SIDE LETTER OF AGREEMENT

This side letter of agreement is entered into between the City of DeKalb, Illinois, and Fraternal Order of Police, Lodge 115. By this side letter of agreement, the parties hereby agree as follows:

1. Under Articles 5 and 6 of the current bargaining agreement (with a term from July 1, 2013 through June 30, 2016), new employees are not entitled to receive any vacation or holiday benefits until the January 1 after they have worked for at least one full year. By way of example, because of this language, an employee hired in November 2015 would not receive any vacation benefits until January 1, 2017.
2. The Union and the City agree that in order to encourage candidates to apply to work for the City of DeKalb, and in order to allow newly hired officers time to rest and recuperate, the vacation and holiday benefits should be modified on a non-precedential basis to allow the accrual of some paid benefit time.
3. The parties therefore agree on a non-precedential basis that on their date of hire, new officers will be allotted a pro-rata share of their "holiday" vacation time that is currently addressed in Article 5, Section B. To that end, for the life of this Side Letter of Agreement, Article 5, Section B shall be amended to read:

Members, as of their date of hire, shall be entitled to a pro-rated holiday pay benefit in accordance with Article 6, Section A (i.e. 112 vacation hours times the number of full months remaining in the calendar year, divided by 12, rounded to the nearest full hour) (e.g., an employee hired on December 1 would receive $112 * 1 / 12 = 9.0$ hours of vacation time; an employee hired on December 2 would receive no vacation time since he will not work a full month prior to January 1).

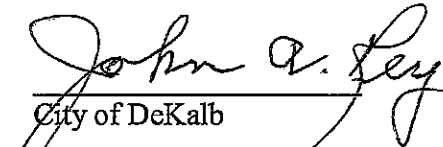
On the first January 1 on or after their date of hire, new Members shall receive the full allotment of 112 hour of vacation in lieu of holiday pay.

4. To account for the Department's training needs for new officers, including attendance at the police academy, vacation in lieu of holiday pay shall not be used by new Members during the first 12 weeks of employment.
5. New Members shall not be allowed to schedule their vacation time on any day that would cause the Department to drop below the minimum number of officers required for work, as determined by the Chief in his sole discretion. Vacation in lieu of holiday pay that is granted pursuant to this Side Letter of Agreement shall not be carried over from one year to the next, unless there are no opportunities to use the vacation benefit because of the 12-week blackout period. If the vacation is not used in the year it is accrued, it shall be forfeited.
6. This Side Letter shall only apply to the vacation in lieu of holiday benefit granted under Article 5 of the collective bargaining agreement. Vacation benefits, as provided under Article 6 of the collective bargaining agreement, will continue to be controlled by the language contained in Article 6. *I.e.*, new Members will not receive any Article 6 vacation benefits on their date of hire, but will receive a pro rata accrual of vacation benefits on January 1 pursuant to the calculation in Article 6, Section B(2).

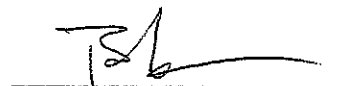
SIDE LETTER OF AGREEMENT

7. This agreement shall apply to any and all officers hired on or after December 1, 2015.
8. This agreement shall expire and be null and void upon ratification of a successor bargaining agreement by both parties, or upon the effective date of an interest arbitration award. Although this agreement will expire and become null and void, no employee shall forfeit any vacation benefits that were accrued before the Side Letter has expired.
9. This Side Letter of Agreement shall be non-precedential in nature and shall not be considered the "status quo" in the parties' negotiations for the bargaining agreement to succeed the bargaining agreement that expires on June 30, 2016. The status quo for the purposes of negotiations and interest arbitration shall be considered the language of Articles 5 and 6 as it existed prior to execution of this Side Letter of Agreement. Other than to enforce the terms of the Agreement, neither party shall introduce nor refer to this side letter in any grievance arbitration, interest arbitration, unfair labor practice, or in any other forum.

AGREED this 29 day of MARCH, 2016:



City of DeKalb



Fraternal Order of Police
Lodge 115