

VILLAGE OF BRADLEY

---

RESOLUTION NO. R-1-19-2

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL*

---

ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 14 DAY OF JANUARY, 2019

---

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 14 day of JANUARY, 2019

**RESOLUTION NO. R-1-19-2**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL***

---

**WHEREAS**, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village of Bradley have authority to enter into contracts that serve the Village's legitimate corporate purposes; and

**WHEREAS**, the Corporate Authorities of the Village previously exercised the Village's authority to contract and entered into a Labor Agreement (the "Agreement") with the Illinois Fraternal Order of Police Labor Council, *et al.* (the "IFOP"); and

**WHEREAS**, the IFOP filed a grievance (the "Grievance") related to the Agreement with the Village on March 22, 2018; and

**WHEREAS**, the Village disputed the Grievance and denied the claims contained therein; and

**WHEREAS**, the Village and the IFOP desire to settle the Grievance, and to that end have negotiated a Memorandum of Understanding (the "MOU"), a copy of which is attached hereto as "Exhibit 1" and fully incorporated herein; and

**WHEREAS**, the Corporate Authorities of the Village had determined that the terms and provisions of the MOU are reasonable and acceptable to the Village and that entering into the MOU is in the best interests of the Village and its citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1.** The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** The Memorandum of Understanding, attached hereto as "Exhibit 1" and fully incorporated herein, is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said Memorandum on behalf of the Village.

**SECTION 3.** The Village President is further authorized to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to enter into the Memorandum of Understanding.

**SECTION 4.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 5.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 6.** The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 7.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 14 day of JANUARY, 2019.

**TRUSTEES:**

GERALD BALTHAZOR	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
LORI GADBOIS	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DON BARBER	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
NICK ALLEN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

**VILLAGE PRESIDENT:**

BRUCE ADAMS      Aye -       Nay -       Absent -

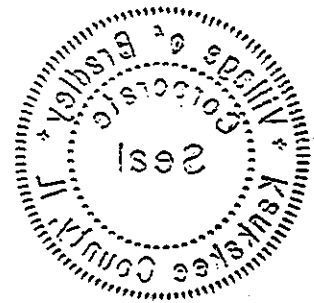
**TOTALS:**      Aye - 6      Nay - 0      Absent - 0

**ATTEST:**

  
MICHAEL J. LAGESSE, VILLAGE CLERK

**APPROVED** this 14 day of JANUARY, 2019.

  
BRUCE ADAMS, VILLAGE PRESIDENT



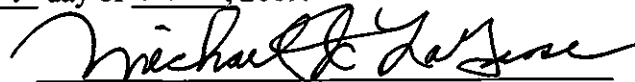
**ATTEST:**

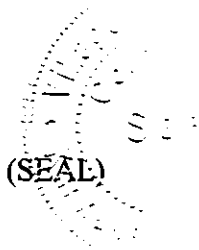
  
MICHAEL J. LAGESSE, VILLAGE CLERK

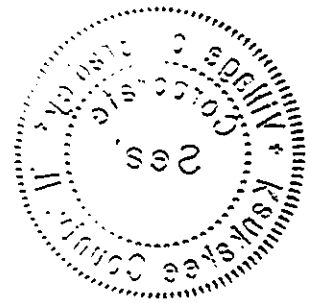
STATE OF ILLINOIS        )  
  )        §§  
COUNTY OF KANKAKEE    )

I, Michael J. LaGesse, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-1-19-2, "A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL*," which was adopted by the Village President and Board of Trustees at a meeting held on the 14 day of JAN, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14 day of JAN, 2019.

  
MICHAEL J. LAGESSE, VILLAGE CLERK





# **EXHIBIT 1**



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by the Village of Bradley (“Employer”) and the Illinois Fraternal Order of Police Labor Council on behalf of and with the Bradley F.O.P Lodge #196 (“IFOP”), parties to the Collective Bargaining Agreement (“CBA”) in effect from May 1, 2016 to April 30, 2020.

**WHEREAS**, the IFOP, in a grievance dated March 22, 2018, claimed that the CBA was being violated by the Employer for not paying overtime correctly to employees having to travel outside their normal work commute to the Village of Bradley (“Village”) when required to attend training outside the Village; and

**WHEREAS**, the Employer disputed the grievance and denied the claims contained therein; and

**WHEREAS**, the Parties desire to reach an agreement on this issue(s) to avoid the costs and uncertainty of arbitration;

**NOW THEREFORE**, the Parties hereto agree as follows:

1. The above recitals are incorporated herein as paragraph 1, and the Parties affirm that the construction of this MOU shall be guided thereby.
2. This MOU shall only be applicable for purposes of calculating overtime when an officer/employee is required to travel for training and works beyond their eight (8) hour or eight and one-half (8.5) hour shift, or, if on a scheduled day off, beyond the scheduled length of the training whichever is applicable. An officer/employee is not entitled to any overtime for travel outside the geographic radius described in paragraph (3) below unless they actually exceed the hours of their designated shift while traveling to and from training.
3. The parties agree that no overtime shall be claimed or incurred for any travel either to or from any training (roundtrip) that takes place within a 55-mile geographic radius of the Village of Bradley’s Police Department, regardless of whether such travel time causes an officer/employee to actually exceed the hours of his/her designated shift, or training time per ¶2, above. Any overtime incurred as a result of travel to training located outside the 55-mile geographic radius, shall be determined by computing the excess mileage (that is mileage beyond the 55-mile geographic radius) by using a reputable mapping tool (e.g. Mapquest or Google maps) and then applying an assumed rate of speed of 70 miles per hour to determine the travel time (1 mile at 70 mph = 51 seconds). This calculated travel time shall constitute the amount of overtime to which an officer/employee is entitled.

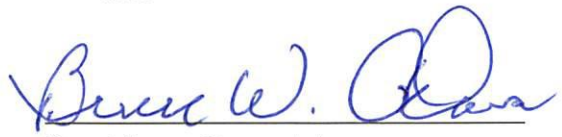
4. Beginning on the date that this MOU is fully executed, the Parties further agree that any member of the IFOP subject to the 5-3, 5-2 schedule shall no longer owe the Employer two (2) additional days per year that are/were to be utilized as training days as more particularly specified in Article 7 (Hours of Work) subparagraph (c) of the CBA. A copy of the subject provision is attached hereto as Exhibit "A".
5. The IFOP agrees to waive any and all rights it or its members may currently or subsequently possess to obtain any reparation, restitution, or redress for themselves as a result of the events which form the basis of the aforementioned grievance, including the right to have the grievance resolved through arbitration, administrative appeal, or through the institution of litigation.
6. Upon the execution of this MOU the IFOP agrees to withdraw the aforementioned grievance and to waive its rights, including any rights that may be claimed by a member, to pursue any and all claims or grievances associated with the claims/allegations set forth in the grievance referenced herein.
7. This MOU represents the complete understanding between the parties and cannot be amended except in writing between the parties.
8. All other articles of the current CBA not herein addressed shall remain in effect and are not to be construed as being amended by this MOU.
9. This MOU shall be attached to the Parties' CBA.

This MOU is effective immediately upon execution by an authorized representative of the IFOP and upon execution after approval and passage by the Village Board of Trustees.

VILLAGE OF BRADLEY

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL on behalf of and  
the BRADLEY F.O.P LODGE #196

with



By: Mayor Bruce Adams

---

By: President and/or Authorized  
Representative

# **EXHIBIT A**

grandchildren, brother-in-law, sister-in-law, or any relative residing with the employee or with whom the employee is residing. In the event the employee must travel beyond 500 miles or more for such leave, the Chief of Police or his designee may grant one (1) additional day for the mileage factor.

### **ARTICLE 7 HOURS OF WORK**

(a) The Bradley Police Department shall schedule the following shifts: 6:45 a. m. to 3: 00 p.m.; 2:45 p.m. to 11:00 p.m.; 10:45 p.m. to 7:00 a.m.; and any other shift deemed necessary by the Police Chief.

~~Until the implementation of~~ Under the 5-3, 5-2 schedule, as defined below, it is agreed that one (1) flex shift will remain under this Agreement to be used as needed at the discretion of the Police Chief. Forty-eight (48) hours notice will be given of a shift change to a "flex officer". Emergency situations will be the only cause for less than forty-eight (48) hours notice.

For scheduling purposes, the parties agree that the shift reporting at 6:45 a.m. is the successor to the shift which formerly reported at 7:00 a.m. The shift reporting at 2:45 p.m. is the successor to the shift which formerly reported at 3:00 p.m. The shift reporting at 10:45 p.m. is the successor to the shift which formerly reported at 11:00 p.m.

(b) ~~Upon the implementation of~~ Under the 5-3, 5-2 schedule, as defined below, this subsection applies only to non-sworn personnel. The work week for all employees under this Agreement shall consist of forty (40) hours in any one (1) calendar week. For all hours paid for and/or worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, the employee shall be paid at one and one-half (1-1/2) times their prevailing hourly rate for each hour or part of an hour in excess of forty (40) hours per week or eight (8) hours per day. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight (8) hours.

(c) This subsection shall apply to sworn officers ~~beginning with the implementation of~~ under the 5-3, 5-2 schedule as defined below. ~~The parties agree to implement the 5-3, 5-2 schedule as soon as practical.~~ The normal work cycle for the 5-3, 5-2 schedule shall be fifteen (15) days. The cycle shall consist of five (5) regularly scheduled work days, followed by three (3) regularly scheduled days off, followed by five (5) regularly scheduled work days, followed by two regularly scheduled days off (5-3, 5-2 schedule). Each shift shall consist of eight and one half hours (8.5). The shifts specified in paragraph a above will be extended for fifteen minutes. Current lunch/break practices shall remain in effect. Shifts worked under the 5-3, 5-2 schedule shall be subject to the seniority bidding procedures of this Agreement.

~~Upon initiation of~~ Under the 5-3, 5-2 schedule, Police Officers shall be paid at one and one-half (1 1/2) times their normal straight time hourly rate for all hours compensated in excess of eight and one half (8 1/2) hours per day or in excess of eight and one half (8 1/2) hours times the number of regularly scheduled shifts in the officer's normal fifteen (15) day work cycle. For purposes of overtime calculation, sick time shall not be considered hours compensated. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of overtime pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight and one half (8 1/2) hours.

The parties agree that under the 5-3, 5-2 schedule each employee subject to that schedule shall owe the employer two additional days per year. Such days shall be used as training days and shall be assigned as such by the Chief of Police with a minimum of seventy-two (72) hours notice.

Shift differential pay for employees is hereby established as follows. Employees covered herein who work the hours between 2:45 p.m. and 11:15 p.m. shall be paid \$0.55 per hour in addition to hourly rate for all time worked between 2:45 p.m. and 11:15 p.m. Employees covered herein who work the hours between 10:45 p.m. and 7:15 a.m. and 6:45 p.m. and 3:15 a.m. shall be paid \$0.70 per hour in addition to the hourly rate for all time worked during these shifts. Employees who receive shift differential when working their regular schedule will receive shift differential for all compensated, non-working time. Shift differential follows the employee at the scheduled shift rate with respect to overtime hours worked.

A special class officer (e.g. detective, school resource officer, traffic control officer, canine officer, drug enforcement officer, property officer) will be scheduled to work five (5) eight hour shifts per week, except that, by mutual consent of the Chief and the officer, they may work four (4) ten (10) hour shifts per week. Regularly scheduled days off shall be consecutive, except that split days off may be scheduled by mutual agreement.

Patrol officer and dispatcher shift overtime known forty-eight (48) hours in advance shall be offered to any patrol officer/dispatcher off on that day on a rotating seniority basis with patrol overtime filled by patrol officers and dispatch filled by dispatchers. When necessary, overtime may be mandated in 4.25 hour blocks to patrol officers and four (4) hour blocks to dispatchers working the shift prior and the shift following the available overtime shift so as to create continuous days of work.

Patrol Sergeant overtime known forty-eight (48) hour in advance shall be offered to Patrol Sergeants first, then specialty Sergeants, then Officers in

Charge, and Lieutenants.

(d) All police officer shifts shall be staffed at all times except that if for any reason a shift loses one or more police officers with less than five (5) hours remaining on said shift, the Chief of Police or the Shift Commander may fill the vacancies at their discretion. However, shift replacements are required when there are five (5) hours or more remaining on the shift. The police officer called into work shall remain on the shift throughout the duration. In the event that any shift is scheduled for four (4) or more officers, full staffing as required above shall consist of three (3) officers. Scheduling for Sergeants and Patrol Officers shall be done to equalize manpower to the extent possible. Where possible, day off rotations in each shift shall remain unchanged from one shift bid to another.

(e) All regularly scheduled School Resource Officers, when not required to work in this capacity, will be utilized by the Chief of Police as additional special class officers. Their work shifts will be subject to the same restrictions as apply to other special class officers.

(f) Accumulated compensable time may be bought back by the Village at the option of the employee. Any employee electing to receive a buy back of the accumulated compensable time will inform the Village of this decision during the month of November, along with the number of hours to be bought back. All buy backs of compensable time will be paid during the first pay period of December and will be paid at the employee's current rate of pay. Comp time hours are redeemable in twenty (20) hour blocks only.

Notwithstanding the above, a shift shall remain understaffed if the absent police officer has violated the provision of Article 12(b).

### **ARTICLE 8** **VACATIONS**

All employees under the jurisdiction of this Agreement shall, receive the following number of vacation days. Vacation shall be awarded on January 1 each year based on the number of days the employee is eligible for as of their anniversary date that year.

One (1) year of service	Five (5) workdays vacation annually with pay
Two (2) years of service	Ten (10) workdays vacation annually with pay
Six (6) years of service	Fifteen (15) workdays vacation annually with pay
Twelve (12) years of service	Twenty (20) workdays service vacation annually with pay
Eighteen (18) years of service	Twenty-Five (25) workdays vacation annually with pay