

VILLAGE OF BRADLEY

RESOLUTION NO. **R-6-20-1**

A RESOLUTION APPROVING A LETTER AGREEMENT DATED 5/27/20 WITH THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ON BEHALF OF AND
WITH THE BRADLEY F.O.P. LODGE #196

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 8 DAY OF June, 2020

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 8 day of June, 2020

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A RESOLUTION APPROVING A LETTER AGREEMENT DATED 5/27/20 WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ON BEHALF OF AND WITH THE BRADLEY F.O.P. LODGE #196

WHEREAS, the Illinois Fraternal Order of Police Labor Council on behalf of and with the Bradley F.O.P. Lodge #196 (“Union”) and the Village of Bradley are signatories to a Collective Bargaining Agreement;

WHEREAS, a grievance was filed by the IFOP in connection with a bargaining “impasse” associated with certain former Village employees (Dispatchers);

WHEREAS, the Union and Village have reached an Agreement outlined in the attached Letter Agreement that resolves the issue(s) associated with the referenced grievance, subject to Village Board approval;

WHEREAS, the Village has examined said Letter Agreement and deems it fair and reasonable.

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. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

SECTION 2. Memorandum of Understanding Approved. The Letter Agreement dated 5/27/20 attached as Exhibit A is approved and the Acting Village President, Mike Watson, is authorized to execute said Agreement.

SECTION 3. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED by the Board of Trustees on a roll call vote on the 5 day of June, 2020.

TRUSTEES:

MICHAEL WATSON	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"/>
RYAN LeBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

ACTING VILLAGE PRESIDENT:

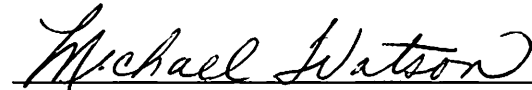
MICHAEL WATSON Non-Voting - X

TOTALS: Aye - 6 Nay - 0 Absent - 0



~~JULIE TAMBLING, VILLAGE CLERK~~
Khamseo Nelson (Deputy)

APPROVED this 8 day of June, 2020.



MICHAEL WATSON,
ACTING VILLAGE PRESIDENT

ATTEST:




JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, 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-6-20-1, "A RESOLUTION APPROVING A LETTER AGREEMENT DATED 5/27/20 WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ON BEHALF OF AN WITH THE BRADLEY F.O.P. LODGE #196," which was adopted by the Village President and Board of Trustees at a meeting held on the 8 day of June, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 8 day of June, 2020.



JULIE TAMBLING, VILLAGE CLERK
Khamseo Nelson (Deputy)

(SEAL)

VOB and Labor Council's Letter Agreement
05/27/20

Subject to and conditioned upon Village Board approval, the Village of Bradley and the IL FOP Labor Council's ("Union") agree to the following terms and conditions for matters associated with former Village employees Jeanne Richard and Renetta Smith.

1) In recognition of their years of service, as opposed to any alleged accrued retirement insurance rights, the Village proposes to pay the two (2) former dispatchers listed below (who were hired prior to June 1, 2000 and had 20 or more years of active service at the time their employment at the Village ended) an amount equal to two thousand three hundred fifty dollars and No/100 (\$2,350.00) per year of service. This payment is reflected below.

<u>Name</u>	<u>Service Years</u>	<u>Payout/year</u>	<u>Total Payout</u>
Jeanne Richard	23.36	\$2,350.00	\$54,896.00
Renetta Smith	21.86	\$2,350.00	\$51,371.00

2) At the request of the Union as well as above referenced former employees (Richard and Smith) the payments will be directed into the existing Village of Bradley Retirement Healthcare Funding Plan (VOB RHFP), commonly referred to as VEBA. The Village agrees to cooperate in directing payment to a modified VEBA plan, which will be submitted by the FOP and subject to approval by the Village Board by way of a formal Memorandum of Understanding (MOU). Direction of said payment in this manner is subject to and conditioned upon representations of the plan administrator, IPPFA, that said direction of such payments are permitted and that the plan allows for establishment of new members (Richard and Smith). See attached email from Joel J. Babbitt, CLU, IPPFA VEBA Claim Administrator. The Village, however, makes no representations concerning the ability to amend the VEBA plan as referenced in the attached email. Accordingly, it is agreed and understood that the Village holds no liability outside of the payment directed to VEBA and will not be liable or responsible for any additional sums of money outside of the referenced payment(s).

3) In order to be eligible for the payout provided for in this Agreement, former dispatchers Jeanne Richard and Renetta Smith must execute a complete settlement, release, and waiver of claims agreement to the Village's satisfaction.

4) This Agreement requires the proper amending of the said VEBA plan and failure of the plan participants to ratify the appropriate changes will nullify this Agreement.

5) Upon the execution of this Agreement by the respective parties, the Union withdraws the Grievance filed on or about April 3, 2020 relating to impasse bargaining. Further,

the Union agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution, or redress for payment of former dispatchers employed by the Village of Bradley.

6) This Agreement shall not be deemed or construed to amend or alter any of the terms that exist in the current Collective Bargaining Agreement. Nor shall the aforesaid, MOU, be construed to extend new OPEB benefits to other Union members. The MOU shall be drafted with language to ensure clarity on this issue.

7) It is agreed that nothing contained within this Agreement shall be precedent setting nor constitute past practices. This Agreement shall not be introduced, referred to, or in any other way utilized in any subsequent arbitration, litigation, or administration hearing except as may be necessary to enforce its provisions or terms.

Jeanne Richard Date: 6-9-20
Jeanne Richard

Michael Watson Date: 06/19/2020
Village of Bradley

Renneta Smith Date: 6-2-20
Renneta Smith

Richard Stuyvesant Date: 6/3/20
Illinois FOP Labor Council



State of Illinois
Kankakee County
Barbara McCue