

Legistar No. 080094

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

Resolution or Ordinance (Blue) _____
Recommendations of Boards, Commissions & Committees (Green) _____
Waiver of First requested _____
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: February 11, 2008 (B of T) Date: February 21, 2008

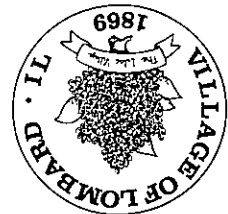
TITLE: Agreement With the Lombard Fraternal Order of Police Labor Council
Lodge 270

SUBMITTED BY: Raymond Byrne, Chief of Police
Kathleen Dunne, Human Resources Administrator

BACKGROUND/POLICY IMPLICATIONS:

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager _____ Date 2/13/08



**AGREEMENT WITH LOMBARD FRATERNAL ORDER
OF POLICE LODGE 270**

To: William Lichter, Village Manager
From: Raymond Byrne, Police Chief
Kathleen Dunne, Human Resources Administrator
Date: February 11, 2008
Re:

The Village of Lombard's negotiating team has reached a Tentative Agreement on a contract with the Lombard Fraternal Order of Police Lodge 270, which represents the Police Officers in the Lombard Police Department. The terms of the Agreement are as follows:

Duration: 4 years – June 1, 2007 – May 31, 2011

Wages:

Year 1 (June 1, 2007) 4.00%
Year 2 (June 1, 2008) 3.75%
Year 3 (June 1, 2009) 3.75%
Year 4 (June 1, 2010) 4.25%

Clothing Allowance:

Year 1 (June 1, 2007) increased to \$600.00 per year
(\$50.00. increase)

Year 3 (June 1, 2009) increase to \$650.00 per year
(\$50.00 increase)

Field Training Officer:

\$650.00 per year paid on the first paycheck in November.
(changed from the first pay check in December)

Year 3 (November 2009) – increased to \$700.00 per year
(\$50.00 increase)

Other Specialty Pay:

Range Officer; certified as a Breathalyzer Operator;
certified Defensive Tactics Instructor; or certified
Accident Reconstructionist – paid on the first check in
November. (changed from the first pay check in
December)

Year 2 (November 2008) – increased to \$450.00 (\$50.00
increase)

Weekend/Holiday Call-Out Pay:

Investigation Division - if required to standby for weekend or holiday call-out shall be entitled to standby pay of three (3) hours per day at their straight time hourly rate. Holiday call-out – holidays designated in Section 23.1 of the Agreement.

RHS Plan:

Memorandum of Agreement -- 1% of gross earnings per pay check.

Personnel Files:

Abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1 – 40/13.

On January 31, 2008 members of the Bargaining Unit ratified the Agreement.

The Village's negotiating team recommends the approval of the Agreement to the Board of Trustees. The Tentative Agreement is attached for your review.

R E S O L U T I O N
R _____ 08

**A RESOLUTION AUTHORIZING SIGNATURE OF THE
VILLAGE MANAGER AND/OR DESIGNEES ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have reviewed the proposed Agreement between the Fraternal Order of Police Labor Council Lodge 270 and the Village of Lombard as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

Section 1: That the Village Manager and/or his designee(s) be and hereby is authorized to sign on behalf of the Village of Lombard said agreement.

Adopted this _____ day of _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Tentative Settlement Agreement

January 23, 2008

In full and complete settlement of all outstanding issues, subject to ratification by the Union membership and approval by the Village Board, the parties hereby agree as:

Revise the first paragraph of Section 16.1 to provide as follows:

The Village shall provide an annual clothing allowance of six hundred dollars (\$600.00) upon the effective date of this contract, which amount shall be increased to \$650 commencing with the fiscal year starting June 1, 2009. This clothing allowance shall pertain to all required uniform apparel. Certain other related items as listed below may also be purchased (within the limits noted) from the clothing allowance:

Rest of Section to remain as is.

Revise Section 18.12 to provide as follows:

Employees assigned to the Investigations Division required to standby for weekend call-out or holiday call-out shall be entitled to standby pay of three (3) hours per day at their straight time hourly rate. Holiday call out pertains to an employee required to be on standby for a holiday designated in Section 23.1 of this Agreement.

Revise Article XIII (Personnel Files), by deleting (a)-(d), and substituting the following language in its place:

Personnel Files. The Village agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1 – 40/13 as amended.

Revise Section 27.1 to provide as follows:

The employees covered by this Agreement shall be paid in accordance with the schedule of wages set forth below:

Annual progression through the steps set forth in (a), (b) and (c) above shall be subject to acceptable annual Village performance evaluation as evidenced by a rating of "meets expectations" or above. The Village reserves the right to place new hires with prior law enforcement experience in Illinois at step 1-3, depending upon experience, provided this will not affect their seniority date or their probationary period.

Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FY 10/11	\$58,139	\$61,046	\$64,164	\$67,301	\$70,663	\$74,198	\$81,919

(d) Effective June 1, 2010, the established step system for all such employees shall be as follows:

Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FY 09/10	\$55,769	\$58,557	\$61,548	\$64,557	\$67,782	\$71,173	\$78,579

(c) Effective June 1, 2009, the established step system for all such employees shall be as follows:

Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FY 08/09	53,753	\$56,440	\$59,323	\$62,224	\$65,332	\$68,601	\$75,739

(b) Effective June 1, 2008, the established step system for all such employees shall be as follows:

Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FY 07/08	\$51,810	\$54,400	\$57,179	\$59,975	\$62,971	\$66,121	\$73,001

(a) Retroactive to June 1, 2007, the established step system for all such employees shall be as follows:

After attaining the seventh step, employees shall only receive pay increases as negotiated by the parties.

Employees shall have the right to request periodic evaluation from their supervisor.

Revise Section 27.2 to provide as follows:

Employees assigned as a Field Training Officer (FTO) shall receive \$650 annually (\$700 effective in 2009), to be paid with the first paycheck in November.

Other Specialty Pay: Employees assigned as a Range Officer; certified as a Breathalyzer Operator; certified Defensive Tactics Instructor; or certified Accident Reconstructionist shall receive \$400.00 annually to be paid with the first paycheck in November, provided that in no event shall any one employee receive more than \$400.00 per year under this paragraph. The \$400 specialty pay amount referred to herein shall be increased to \$450 effective November 1, 2008.

Delete Section 27.3, RHS Plan, in favor of the attached Memorandum of Agreement.

Revise Article XXXI to provide as follows:

The Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of May 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days notice of its intent to terminate after May 31, 2011.

Renew the Memorandum of Agreement dated June 5, 2002 for term of successor collective bargaining agreement.

Both sides drop all other proposals. Except as otherwise tentatively agreed upon, the remaining sections and articles of the 2003-07 collective bargaining agreement between the Village and the Illinois Fraternal Order of Police Labor Council ("FOP") shall remain in their present form and be incorporated into the successor agreement.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the Village of Lombard, Illinois ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union"). The Village and the Union hereby agree as follows with respect to the existing patrol officer bargaining unit:

1. The Village will maintain a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the "RHS Plan"), or another reputable outside plan provider.

2. Employee eligibility for participation in the RHS Plan, withdrawals, qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

3. Commencing with the first full payroll period beginning after this Memorandum is executed, or as soon thereafter as practicable, employees shall contribute one percent (1%) of their gross earnings, per paycheck, to the RHS Plan.

4. It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHS Plan on behalf of any or all bargaining unit employees.

5. In the event that any portion of the RHS Plan should be held invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall only apply to that portion of the RHS Plan rendered invalid or unenforceable, and the remaining portions of the RHS Plan shall remain in full force and effect.

6. This Memorandum of Agreement shall be in effect upon execution, and shall be incorporated into the successor collective bargaining agreement between the parties. Section 27.3 of the successor collective bargaining agreement shall conform to this Memorandum of Agreement.

AGREED:

VILLAGE OF LOMBARD

ILLINOIS FOP LABOR COUNCIL

(Date)

FOP Labor Council Representative (Date)

(Date)

Employee Chief Representative (Date)