



**AGENDA ITEM #8B**

**AGENDA ITEM EXECUTIVE SUMMARY  
Village Board Meeting  
8/14/2023**

**Item Title:** Side Letter Agreement – Metropolitan Alliance of Police

**Staff Contact:** Rob Barreto, Police Chief

CONSENT

**VILLAGE BOARD ACTION:**

**Adopt a resolution approving and authorizing the execution of a memorandum of understanding by and between the Village of Roselle and Metropolitan Alliance of Police, Chapter #258.**

**Executive Summary:**

The attached side letter agreement reflects an amendment to the collective bargaining agreement covering the patrol officers. The amendment provides patrol officers with a minimum of 3 personal holidays (currently 2 personal holidays) retroactive to January 1, 2023.

**Implications:**

**Is this item budgeted?** n/a

**Estimated cost:** n/a

**Any other implications to be considered?** N/A

**Strategic Priority:**

N/A

**Attachments:**

Resolution & Side Letter Agreement

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**THE VILLAGE OF ROSELLE**  
DUPAGE AND COOK COUNTIES, ILLINOIS

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**RESOLUTION**  
NUMBER \_\_\_\_\_

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**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE VILLAGE OF ROSELLE AND  
METROPOLITAN ALLIANCE OF POLICE, CHAPTER #258**

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DAVID PILESKI, Mayor  
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA  
WAYNE D. DOMKE  
DENA FORSYTHE  
CHERYL LENISA  
TOM PIORKOWSKI  
LEE TREJO

Village Board

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Published in pamphlet form by authority of the  
Mayor and the Board of Trustees of the Village of Roselle  
on this the 14th day of August, 2023

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION  
APPROVING AND AUTHORIZING  
THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE VILLAGE OF ROSELLE AND  
METROPOLITAN ALLIANCE OF POLICE, CHAPTER #258**

**WHEREAS**, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

**WHEREAS**, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into a contract with another party pursuant to Illinois Statute;

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/8-1-7, and the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq., the Village is authorized to enter into collective bargaining agreements;

**WHEREAS**, the Village and the Metropolitan Alliance of Police, Chapter #258 (hereinafter referred to as the "Union") have undertaken good faith bargaining and negotiations to reach an understanding relative to the number of personal days amending the existing collective bargaining agreement;

**WHEREAS**, the Village and Union have reached an agreement pertaining to the terms and conditions of allowed number of personal days and have further agreed that the proposed language would be retroactive to January 1, 2023;

**WHEREAS**, the Village and Union desire to memorialize the terms and conditions of their agreement in a memorandum of understanding; and

**WHEREAS**, the Corporate Authorities of the Village of Roselle deem it to be in the best interests of the health, welfare and safety of the residents of the Village to enter into a memorandum of understanding with the Metropolitan Alliance of Police, Chapter #258 as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

**Section One – Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

## **Section Two – Approval of Memorandum of Understanding**

The Village hereby approves the Memorandum of Understanding (hereinafter referred to as the “MOU”) substantially in the form attached hereto and made part hereof as Exhibit A.

## **Section Three – Authorization and Direction**

The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the MOU substantially in the form of such memorandum of understanding attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such MOU.

## **Section Four - Other Actions Authorized**

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

## **Section Five - Acts of Village Officials**

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

## **Section Six - Authorization of Expenditures**

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the memorandum of understanding, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the memorandum of understanding and of this resolution.

## **Section Seven – Effective Date**

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

## **Section Eight – Publication Clause**

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

## **Section Nine – Conflict Clause**

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

**Section Ten – Saving Clause**

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

**Section Eleven – Recording**

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

**DECIDED** pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

**PASSED AND APPROVED** by the Village of Roselle Board of Trustees on the 14th day of August, 2023:

\_\_\_\_\_  
David Pileski  
Mayor

ATTEST:

\_\_\_\_\_  
Amanda Hausman  
Village Clerk

STATE OF ILLINOIS )  
 ) SS  
 COUNTIES OF DUPAGE AND COOK )

**CLERK’S CERTIFICATION**

I, Amanda Hausman, hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING  
 THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING  
 BY AND BETWEEN  
 THE VILLAGE OF ROSELLE AND  
 METROPOLITAN ALLIANCE OF POLICE, CHAPTER #258**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on August 14, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

\_\_\_\_\_  
 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Memorandum of Understanding

DRAFT

MEMORANDUM OF UNDERSTANDING  
(MOU) BETWEEN THE VILLAGE OF  
ROSELLE (HERE IN AFTER REFERRED TO  
AS THE EMPLOYER) AND THE  
METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER #258

This Memorandum of Understanding is hereby made and entered into by and between the Village of Roselle (here in after referred to as the employer) and Metropolitan Alliance of Police, PATROL CHAPTER #258 (here in after referred to as MAP).

The purpose of the Memorandum is to authorize the Parties to make a change in the Personal Holidays, Section 22.2 of the current collective bargaining contract.

The parties agree that in exchange for the enhancement to the current contract benefit in Personal Holidays, 22.2, the parties agree that this language shall be included in the successor contract between the parties that will commence on January 1, 2024, in addition these benefits conferred below will be retroactive to January 1, 2023.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The current language of the parties collective bargaining agreement reads as follows in Section 22.2:

*A minimum of two (2) personal holidays will be afforded to officers during each calendar year. Personal Days are defined as the amount of hours worked by that employee on a day when he/she is regularly scheduled to work. Personal holidays shall be taken at the discretion of the officer provided that the scheduled days are approved by the designated supervisor. Officers must request personal holidays at least seven (7) days in advance, whenever possible, and personal holidays shall be taken in no less than one-half (½) day increments. Personal holidays must be utilized within the calendar year and cannot be accumulated or reimbursed in the form of an extra day of pay. Any personal holiday not utilized prior to December 31, or prior to an employee's termination or notice of resignation, is to be considered lost. Employees shall not be eligible to receive personal holidays until they have completed six (6) months of continuous service.*

2. The proposed Section 22.2 would read as follows:

**A minimum of three (3) personal holidays will be afforded to officers during each calendar year. Personal Days are defined as the amount of hours worked by that employee on a day he/she is regularly scheduled to work. Two personal holidays shall be considered earned as of January 1, and one personal holiday shall be considered earned as of July 1 of each year. New employees hired between January 1 and June 30 will earn three personal days their first calendar year. New employees hired between July 1 and December 31 will earn two personal days their first calendar year. Personal holidays shall be taken at the discretion of the officer provided that the scheduled days are approved by the designated**



supervisor. Officers must request personal holidays at least seven (7) days in advance, whenever possible, and personal holidays shall be taken in no less than one-half (½) day increments. Personal holidays must be utilized within the calendar year and cannot be accumulated or reimbursed in the form of an extra day of pay. Any personal holiday not utilized prior to December 31, or prior to an employee's termination or notice of resignation, is to be considered lost.

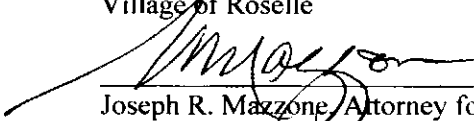
This language would be retroactive to January 1, 2023. The parties agree that since this language shall be included in the successor contract they will not propose any additional changes to this section during upcoming negotiations.

This MOU is hereby agreed to by both the employer and MAP until either both parties agree to disband this agreement or is superseded in a future labor agreement. This MOU shall not alter any terms of the existing collective bargaining agreement except as specifically stated in the MOU. This MOU shall not be considered as precedent for any future negotiations or interest arbitration.

ACCEPTED:

\_\_\_\_\_  
David Pileski, Mayor  
Village of Roselle

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph R. Mazzone, Attorney for  
MAP Chapter #258

\_\_\_\_\_  
Date

7/20/23