

VILLAGE OF GILBERTS

RESOLUTION 15-2020

**A MEMORADUM OF UNDERSTANDING IN RESPONSE TO FAMILIES FIRST
CORONAVIRUS RESPONSE ACT BETWEEN THE VILLAGE OF GILBERTS AND
THE METROPOLITAN ALLIANCE OF
POLICE, GILBERTS POLICE, CHAPTER #423**

WHEREAS, the Village of Gilberts (the “Village”) and the Metropolitan Alliance of Police, Gilberts Police, Chapter #1423 (the “Union”) are parties to a collective bargaining agreement which expires on April 30, 2022, which governs wages, hours and conditions of employment for the Police Department’s full-time and probationary police officers with the rank of Sergeant and below, and

WHEREAS, after the Village adopted its policy regarding exemption of certain employees from certain requirements of the Families First Coronavirus Response Act (“FFCRA”) pertaining to Emergency Paid Sick Leave use and the Emergency Family Medical Leave Extension Act use by emergency responders, it was contacted by MAP Chapter #423 with a demand to bargain; and

WHEREAS, it was never the Village’s intent to deny its exempted employees the ability to use Emergency Paid Sick Leave up to 80 hours should they become ill with COVID-19 or have the need to care for a family member infected with the virus; and

WHEREAS, after discussion between the Village and MAP, a Memorandum of Understanding was agreed upon which specifies the parties’ intent regarding the use of Emergency Paid Sick Leave by MAP bargaining unit members and said MOU is attached hereto as Exhibit A;

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. **Approval; Authorization.** The Village Board of Trustees and MAP have agreed to the following:

- A) The MOU attached as Exhibit A shall remain in full force and effect from the date of its execution until December 31, 2020;
- B) The parties shall abide by the terms of the MOU as it applies to the use of EPSLA leave under the FFCRA by MAP bargaining unit members;
- C) The MOU represents the entirety of the parties agreement regarding this issue;
- D) The terms of the MOU shall not be amended or modified unless both parties agree to such amendments or modifications in writing.

Resolution No. 15-2020

The Village Board does hereby authorizes Village Administrator to execute the MOU attached as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 20 day of May 2020.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Elissa Kojzarek	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Nancy Farrell	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Jeanne Allen	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Lou Hacker	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Trustee Guy Zambetti	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
President Rick Zirk	<u> </u>	<u> </u>	<u> </u>	<u> </u>

APPROVED THIS 20 DAY OF May, 2020



Village President, Rick Zirk



ATTEST: 

Village Clerk, Courtney Baker

**CONTRACTUAL MEMORANDUM OF UNDERSTANDING BETWEEN
METROPOLITAN ALLIANCE OF POLICE CHAPTER 423 AND VILLAGE OF
Gilberts**

This memorandum of understanding (MOU) is hereby made and entered into by and between the Metropolitan Alliance of Police, Chapter 423 (hereinafter "Union"), and the Village of Gilberts (hereinafter "Employer").

The purpose of the Memorandum is to provide clarification of the temporary processes and variances concerning the unprecedented response to COVID-19. It is the intent for both parties to mutually assure both bargaining unit members and members of the public are protected, and cared for, during this period of time by ensuring the maximum number of bargaining unit members, and related departmental response, available during the COVID-19 global pandemic.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES IN RESPONSE TO THE FAMILY FIRST CORONAVIRUS RESPONSE ACT THAT:

1. The parties have agreed to amend various provisions of the CBA. These amendments, and this MOU, shall expire on December 31, 2020, or upon the Governor declaring there is no longer an emergency related to COVID-19, whichever is later.
2. The Employer does not and will not claim exemptions for covered employees under the Emergency Paid Sick Leave Act ("EPSLA"). Covered employees may use EPSLA benefits if they have a qualifying reason to do so until the expiration of the Act on December 31, 2020.
3. The parties agree bargaining members are exempt as "emergency responders" under the Emergency Family and Medical Leave Expansion Act portion of the FFCRA.
4. Employees using leave under this MOU shall not lose any benefits afforded under the current CBA or municipal rules, regulation, or policy.
5. Employee are not entitled to more than 80 hours of leave pursuant to this MOU.
6. At no time shall this MOU be used, or cited, for precedential purposes. It is understood that this MOU is in response to a global pandemic. Neither party agrees to a permanent or precedent setting waiver of a contractual, and/or legal, right, or obligation.

7. To the extent any portion of this Agreement may be held to be invalid or legally unenforceable by a court or arbitrator of competent jurisdiction, the parties agree the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
8. This MOU is a fully enforceable, grievable, and arbitrable via the grievance provision contained in the parties' Collective Bargaining Agreement.
9. This MOU is effective April 1, 2020.
10. Unless expressly stated herein, this MOU does not diminish or waive any employees' rights under the CBA, Workers' Compensation Act, Occupational Disease Disability Act, Public Safety Officer Benefits Act, PEDA, PSEBA, or other Local, County, State, or Federal law.
11. By entering into this MOU, the parties acknowledge the obligation to bargain over the current version of the FFCRA (without the Employer conceding there is an obligation to bargain) has been met.
12. By signing below, the Union and Employer represent the person executing this document have the authority to do so and lawful authority to bind the parties to this Agreement.



Metropolitan Alliance of Police,
Chapter 423

Date: _____, 2020



Village of Gilberts

Date: May 20, 2020