

**Resolution No. 2024-19**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

**WHEREAS**, the Mayor and the City Council (collectively, the "Corporate Authorities") are committed to ensuring that the City operates in a safe, economical and efficient manner; and

**WHEREAS**, Section 7 of the Illinois Public Labor Relations Act (5 ILCS 315/7) provides that public employers and the exclusive bargaining representative have the authority and the duty to bargain collectively; and

**WHEREAS**, the Illinois Fraternal Order of Police Labor Council (the "Union") and the City have a current collective bargaining agreement (the "CBA"); and

**WHEREAS**, the Union and the City desire to amend the CBA in accordance with the Memorandum of Understanding (the "MOU") making certain changes to wage and insurance provisions of the CBA, attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its residents to approve and authorize an agreement with terms substantially the same as the MOU.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

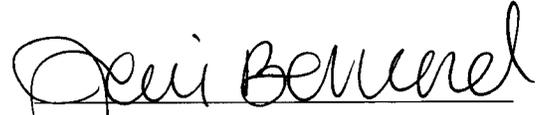
**Section 1.** The recitals set forth above are incorporated into this Resolution as if fully restated herein.

**Section 2.** *Memorandum of Understanding by and between the United City of Yorkville Police Department and the United City of Yorkville, Illinois and the Illinois Fraternal Order of Police Labor Council*, in the form attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

**Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

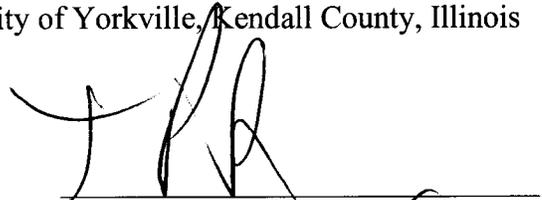
*[Remainder of page intentionally left blank – roll call vote to follow]*

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this 23<sup>rd</sup> day of April, A.D. 2024.

  
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVER TARULIS	AYE	RUSTY CORNEILS	AYE

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this 25<sup>th</sup> day of April, A.D. 2024.

  
MAYOR

*Attest:*

  
CITY CLERK

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is agreed to by and between the United City of Yorkville Police Department and the United City of Yorkville, Illinois (“City”) and the Illinois Fraternal Order of Police Labor Council (the “Union”), collectively the “Parties”). The Parties agree to the following:

1. The City and the Union are parties to a collective bargaining agreement covering the period from May 1, 2023, through April 30, 2027 (the “CBA”) as to employees in the job classification of “Patrol Officer”.
2. Except as expressly provided otherwise by an explicit provision of this MOU, the terms of the CBA will remain in effect.
3. The terms of this MOU are agreed to by the Parties to reflect their good faith negotiations related to these terms. Both the City and the Union acknowledge that they have had adequate opportunity to bargain these terms in good faith prior to the execution of the terms of this MOU.
4. Article 6, Section 6.1, Wage Rates will be revised to remove reference to “two years” and replace it with “four years” which is the maximum step in the pay scale referenced in Appendix B level at which a lateral law enforcement officer may be hired by the City.
5. Article 13 Insurance: Section 13.1 Medical Insurance, will be revised as follows:

“The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee’s coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans.

6. **APPENDIX B ANNUAL SALARY RATES-PATROL OFFICERS**, will be revised to reflect the following revisions on the effective dates indicated for eligible employees:

**Appendix B**  
**Annual salary rates, Patrol Officers**

		<u>Associates Degree</u>			
		3.00%	5.50%	5.00%	5.50%
		1-May-23	1-May-24	1-May-25	1-May-26
	(As of April 2023)				
Less than 1 year	\$63,036.40	\$64,927.49	\$68,498.50	\$71,923.43	\$75,879.22
After 1 year	\$69,174.12	\$71,249.34	\$75,168.06	\$78,926.46	\$83,267.42
After 2 years	\$72,527.90	\$74,703.74	\$78,812.44	\$82,753.06	\$87,304.48
After 3 years	\$76,326.45	\$78,616.24	\$82,940.14	\$87,087.14	\$91,876.94
After 4 years	\$80,142.76	\$82,547.04	\$87,087.13	\$91,441.49	\$96,470.77
After 5 years	\$87,195.02	\$89,810.87	\$94,750.47	\$99,487.99	\$104,959.83

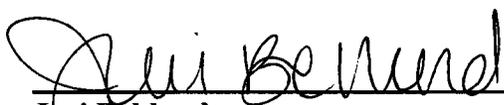
		<u>Bachelors Degree</u>			
		3.00%	5.50%	5.00%	5.50%
		1-May-23	1-May-24	1-May-25	1-May-26
	(As of April 2023)				
Less than 1 year	\$64,296.22	\$66,225.11	\$69,867.49	\$73,360.86	\$77,395.71
After 1 year	\$70,625.89	\$72,744.67	\$76,745.62	\$80,582.90	\$85,014.96
After 2 years	\$73,977.66	\$76,196.99	\$80,387.82	\$84,407.22	\$89,049.61
After 3 years	\$77,852.78	\$80,188.36	\$84,598.72	\$88,828.66	\$93,714.24
After 4 years	\$81,745.43	\$84,197.79	\$88,828.67	\$93,270.11	\$98,399.96
After 5 years	\$89,314.69	\$91,994.13	\$97,053.81	\$101,906.50	\$107,511.36

7. As of the time this MOU was entered into, the Parties agreed that the changes referenced in Paragraph 6 of this MOU would be effective on May 1, 2024, and with no retroactive effect as to any other existing or former employees. Only those employees who are actively employed on May 1, 2024, will receive any increase in their base wages as a result of this MOU.
8. The individuals who sign below acknowledge and represent that they are authorized to bind their respective Party.
9. These terms are freely and voluntarily entered into by the Parties. This document is to be construed as if drafted by both Parties and not in favor or against any one Party.

FOR THE UNITED CITY OF  
YORKVILLE

  
\_\_\_\_\_  
John Purcell  
Mayor

Date: 4/25/24

  
\_\_\_\_\_  
Jori Behland  
City Clerk

Date: 4/25/24

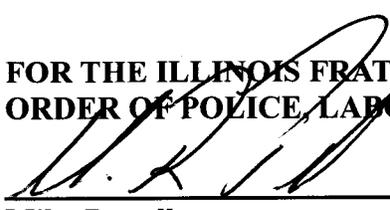
  
\_\_\_\_\_  
James Jensen  
Chief of Police

Date: 4/29/24

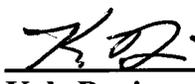


City Seal:

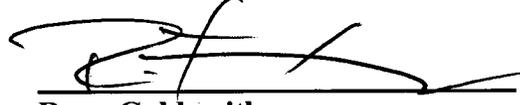
FOR THE ILLINOIS FRATERNAL  
ORDER OF POLICE, LABOR COUNCIL

  
\_\_\_\_\_  
Mike Powell  
IL FOP Labor Council

Date: 05/07/24

  
\_\_\_\_\_  
Kyle Davis  
Unit Steward

Date: 04/29/2024

  
\_\_\_\_\_  
Ryan Goldsmith  
Unit Steward

Date: 04/29/2024

  
\_\_\_\_\_  
Robbie Hart  
Unit Steward

Date: 04/29/2024