

Resolution No. 25087

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ON BEHALF OF VILLA PARK POLICE SERGEANTS AND LIEUTENANTS AMENDING UNIFORM ALLOWANCES

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") hereby find that it is in the best interest of the Village to Approve a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council on behalf of Villa Park Police Sergeants and Lieutenants amending uniform allowances, specifically regarding ballistic vests and outer carriers (the "Side Letter Agreement").

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council on behalf of Villa Park Police Sergeants and Lieutenants amending uniform allowances, which is attached hereto and made a part hereof as Exhibit A, is hereby approved, and the Village President is hereby authorized to execute and deliver said Side Letter Agreement. The officials, officers, employees, and agents of the Village are authorized to take such actions as may be necessary to carry out the purpose and intent of this Resolution.

Section 3: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 4: All ordinances, resolutions, motions or orders in conflict with this

Resolution No. 25087

Resolution are hereby repealed to the extent of such conflict.

Section 5: This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

PASSED this 15th day of December, 2025, pursuant to a roll call vote as follows:

AYES:	<u>5</u>	_____
NAYS:	<u>0</u>	_____
ABSENT:	<u>1</u>	_____
ABSTAINING:	<u>0</u>	_____

Approved this 15th day of December, 2025.

Kevin Patrick
 Kevin Patrick, Village President

Attest:

Rolf Laukant
 Rolf Laukant, Village Clerk



**SIDE LETTER AGREEMENT
BALLISTIC VESTS AND OUTER CARRIERS
Lieutenants and Sergeants**

This is a Side Letter Agreement to the May 1, 2025-April 20, 2028 Collective Bargaining Agreement (the “CBA”) between the Village of Villa Park (the “Village”) and the Illinois Fraternal Order of Police Labor Council for Lieutenants and Sergeants (the “Union”)(collectively the “Parties”).

WHEREAS, the Village and Union have had discussions concerning the Uniform Allowance as it relates to the procedure and costs to purchase Ballistic Vests and Outer Carriers; and

WHEREAS, the Village and its Police Department (the “Department”) wish to maintain fiscal responsibility while ensuring consistency among police officers in the type and quality of protective equipment provided to them; and

WHEREAS, after good faith negotiations and an understanding of the work environment at the Village’s Police Department, the Parties agree that modifications to the CBA language, specifically Section 14.1, *Uniform Allowance*, are needed to further clarify procedures for the purchase and replacement of Ballistic Vests and Outer Carriers; and

WHEREAS, the Village and Union find the provisions of this Side Letter Agreement to be in the best interests of the Village and its employees and Union members, and the public health, safety, and welfare of the Village; and

NOW THEREFORE, the Village and Union mutually agree to the following terms for this Side Letter Agreement:

1. That under Section 14.1, *Uniform Allowance*, of the CBA, the cost and procurement of ballistic/bulletproof vests and outer carriers shall be modified as set forth in this Side Letter Agreement.

2. Procurement Process:

- a) The Village shall continue to pay for the purchase of replacement ballistic vests and outer carriers Lieutenants and Sergeants as set for the in the CBA; and
- b) The Police Department will establish a standardized purchasing process to ensure all ballistic vests and outer carriers meet approved safety and uniform standards; and
- c) Lieutenants and Sergeants wishing to select alternative models or features beyond the authorized purchase amount for ballistic vests and outer carriers may do so, provided the item meets Department specifications and the employee pays the cost difference in accordance with the purchasing process outlined by the Department.

3. Equipment Cost Parameters:
 - a) The Village shall provide up to \$1,500.00 for the purchase of a ballistic vest and up to \$230.00 for the purchase of an outer carrier. The Village's financial obligation is limited to this authorized purchase amount; and
 - b) If a Lieutenant or Sergeant chooses to purchase a ballistic vest or an outer carrier for which the cost exceeds either of the limits set forth in paragraph 3(a), that officer shall be responsible for paying all costs in excess of the Village-authorized purchase amount.
4. Authorized Purchase Limit: Employer Review
 - a) The authorized purchase limits may be reviewed periodically to account for inflationary increases or changes in equipment standards; and
 - b) Adjustments to these limits may be made at the discretion of the Chief of Police or his/her designee following consultation with the Union. The Chief of Police's determination as to an adjustment of the authorized purchase limits is final and shall not be grieved by the Union or Employee and is not subject to the grievance procedures of the CBA.
5. Upon passage and approval by the President and Board of Trustees of the Village and the Union, this Side Letter Agreement will be applied prospectively.
6. All other terms and conditions of the May 1, 2025-April 20, 2028 CBA, except to the extent modified by this Side Letter Agreement, shall be applicable. In the event of any conflict between the provisions of the Side Letter Agreement and the provisions of the 2025-2028 CBA, the provisions of this Side Letter Agreement will prevail and control.
7. The rights and obligations as set forth in this Side Letter of Agreement shall automatically expire with the ratification of a successor bargaining agreement between the Parties to the May 1, 2025-~~April 20, 2028~~ CBA.
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8. This Side Letter Agreement is not to be introduced as evidence against either Party in any other matter, except to enforce these terms.
9. The Parties have been represented by counsel and have had full opportunity to discuss this Side Letter Agreement prior to execution.
10. The Parties represent that each has ratified the terms and conditions herein set forth and that each representative executing the Side Letter Agreement on behalf of their principal represents and warrants that he/she has authority to bind their respective Party to the terms and conditions of this Side Letter Agreement.

11. This Side Letter Agreement shall be deemed and construed to be the joint and collective work product between the Parties and, as such, this Side Letter Agreement shall not be construed against one party, as the otherwise purported drafter of same, by any body of competent jurisdiction or order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein or in the CBA.
12. This Side Letter Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the Village and the Union have executed this Side Letter Agreement on the dates indicated below.

Agreed to by the Parties on the date indicated below:

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL, ON BEHALF
OF VILLA PARK LIEUTENANTS
AND SERGEANTS,

By: James A. L.
President

Printed Name: JAMES CIDAK

Date: 1/6/26

VILLAGE OF VILLA PARK,

By: Kevin Patrick
President Kevin Patrick

Date: December 15, 2025