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SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is made and entered into this ____ day of November, 2016 by and between the Village of Oak Lawn ("Village") and Oak Lawn Professional Firefighters Association, Local 3405, IAFF ("Union") (collectively "the Parties").

1. The Village agrees that no discipline shall be placed in a bargaining unit employee's personnel file unless it has either been signed by the employee and the Union, or the employee has been given the opportunity to sign acknowledging the discipline, and refused, in which case it shall be signed by the employee under protest and the Union and placed in the employee's personnel file. The Village acknowledges that after execution of this Side Letter of Agreement, it cannot rely on discipline that does not conform to this paragraph, for any purpose. If discipline issued prior to the effective date of this Side Letter of Agreement does not conform to this paragraph, the employee and Union shall have the right to contend that the employee and Union never received the discipline, and the Village shall have the right to rebut such contention.

2. The Village agrees that it shall comply with the Parties' collective bargaining agreement concerning what prior discipline can be relied upon as the basis for future discipline.

3. The Village acknowledges that the Fireman's Disciplinary Act, 50 ILCS 745 ("FDA"), does not specifically authorize an employer to videotape any questioning of employees. The Village agrees that it shall not videotape any questioning of employees conducted pursuant to the FDA.

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4. The Village acknowledges that the FDA does not authorize an employer to order the production of documents, nor does it confer subpoena power upon an employer. Whenever an employee is subject to questioning pursuant to the FDA, the Village agrees that it shall not issue a subpoena for documents during an investigation under the FDA. The Village will not request cell phone or credit card records regarding employees' off duty activities. Furthermore, the Village shall not order an employee to produce personal documents except as provided for in Paragraph 5 below.

5. If the Village believes it is necessary to seek documents from an employee in connection with an investigation of on-duty misconduct, or off-duty misconduct where such conduct adversely affects the employee's performance of the employee's work duties or ability to function with others in the department or adversely affects the department's reputation in the community, the following procedure shall apply:

- a. The Chief of the Department or his designee shall discuss the document request with the Union President or his designee. If the Chief and the Union agree that the documents are relevant to the Village's investigation, the documents shall be produced by the individual in question.
- b. If the Parties disagree as to whether the documents identified by the Village shall be produced, the Parties will select an individual to serve as Arbitrator in accordance with the Parties' contractual grievance and arbitration procedure.
- c. Within 7 days of the Arbitrator's appointment, the Village shall identify to the Arbitrator the documents it sought to be produced and explain in writing to the Arbitrator why the documents are relevant to the Village's investigation. Once

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- submitted, the Village shall not raise any new issues related to the document request. The Union shall be served with a copy of the Village's submission.
- d. Within 7 days of service upon the Union of the submission to the Arbitrator in Paragraph c above, the Union may respond in writing, with a copy served on the Village, explaining in writing the basis for any objections it might have. The Union's response shall be limited to the issues raised by the Village in Paragraph c. above.
- e. There shall be no evidentiary hearing, but the Parties, or their representatives shall participate in any conference calls deemed necessary by the Arbitrator.
- f. If the Arbitrator decides he needs to view the documents prior to issuing a ruling, he shall direct the employee to produce the documents within 7 days for an in camera review. The documents shall not be served on the Village.
- g. The Arbitrator shall review the submissions and decide whether the documents are relevant to the Village's investigation.
- h. If the Arbitrator determines the documents are relevant to the Village's investigation, the Arbitrator may order redactions or limitations as he deems appropriate.
- i. Once the Arbitrator completes the foregoing process, the Village shall be entitled to the documents, if any, including any redactions or limitations ordered by the Arbitrator. If the Arbitrator determines the documents are not relevant to the investigation, the Village shall not obtain them from the Arbitrator or from any other source.
- j. The Arbitrator's expenses shall be split equally between the parties.

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6. The Village agrees that no bargaining unit employee shall be subject to discipline for failure to comply with any order, subpoena and/or request to produce documents or refusal to be videotaped as provided for in this Side Letter of Agreement.

The Village reserves the right to discipline employees who do not comply with the Arbitrator's order issued pursuant to Paragraph 5 of this ~~Settlement Agreement~~ *Side Letter of Agreement*

7. The Village acknowledges that there currently is no rule or policy prohibiting or limiting bargaining unit employees' use of personal cellular phones while on duty. The parties will meet in earnest to finalize an agreed-upon policy. This paragraph is without waiver of any legal position and/or rights either party may have if the Parties are unable to reach agreement.

8. The Village agrees that it shall not violate bargaining unit employees' constitutional right to privacy.

9. The Village agrees that it shall not release personnel records or information contained in a bargaining unit employee's personnel file to persons or entities outside of the Village of Oak Lawn, unless such disclosure is required by court order, the employee consents, or the Village otherwise has a legal obligation to disclose such information.

10. The Village agrees that it shall not engage in conduct that interferes with the administration of the Union in accordance with the law. The Union reserves all legal rights to contest in any forum or otherwise, any attempt by the Village to interfere with the administration of the Union.

11. Nothing contained in this Side Letter of Agreement is intended to limit or restrict the police powers of the Village of Oak Lawn Police Department.

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12. The Village acknowledges that should it attempt to require the Union to cooperate in an investigation concerning internal Union matters, the Union reserves any and all legal rights it may have to contest such action. The Village agrees the Union's failure to cooperate with any internal Union investigation shall not be used against any bargaining unit employee for disciplinary purposes.

13. The Village agrees that it shall not publicize, disclose or disseminate personal health information of a bargaining unit employee to the press, or any other individual, agency or entity without prior written authorization from the bargaining unit employee, unless required by law.

14. The Village agrees that it shall not retroactively apply family medical leave benefits to bargaining unit employees in violation of the FMLA.

15. The Village acknowledges that the Parties' collective bargaining agreement does not establish a minimum number of hours worked in order to be eligible for family medical leave. The Village agrees that it shall comply with the Agreement, and shall not deny any bargaining unit employee family medical leave benefits so long as the employee has been employed by the Village for at least twelve (12) months, unless at some time in the future, the Village successfully negotiates a minimum number of hours worked for purposes of FMLA eligibility.

16. Each of the signatories to this Side Letter of Agreement represents that he has full authority to enter into this Side Letter of Agreement and bind the party, based on a ratification of this document by the Village and Union.

17. Upon execution of this Side Letter of Agreement, it shall be attached to and incorporated in to the Parties' collective bargaining agreement.

For Village of Oak Lawn

**Oak Lawn Professional Firefighters
Association, Local 3405, IAFF**

By: _____

By: _____
Vincent Griffin, President

Dated: November __, 2016

Dated: November __, 2016