

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, January 17, 2023

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Ceremonial Swearing in of the following (3) New Candidates to be sworn in as Village of Stickney Probationary Police Officers effective January 15, 2023: Mitchell R. Hattan; Joseph M. Kelly; Jeffrey E. Hughes
7. Swearing in as Village of Stickney Auxiliary Police Officers: Humberto Martinez; Riley Prodehl; Wayne Lidwall
8. Pass and Approve Ordinance 2023-01, "An Ordinance Authorizing and Approving the Purchase of A Certain Vehicle for the Village of Stickney, Illinois"
9. Pass and Approve Ordinance 2023-02, "An Ordinance Authorizing and Approving a Collective Bargaining Agreement with the Stickney Firefighters Teamster Local Union 700 for the Village of Stickney"
10. Report from the Mayor
 - a. Proclamation Recognizing Robert A. Helebrandt
11. Report from the Clerk
12. Trustee Reports/Committee Reports
13. Reports from Department Heads
14. Public Comments
15. Adjournment

Posted January 13, 2023

January 3, 2023

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, January 3, 2023, at 7:05 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa**

Trustee Savopoulos moved, duly seconded by Trustee White to approve the minutes of the regular board meeting held on Tuesday, December 20, 2022.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Absent: None
Nays: None
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Absent: None
Nays: None
Mayor Walik declared the motion carried.**

Mayor Walik asked Officer Ricky Foytik to step forward to accept his ceremonial promotion to the rank of Corporal, effective January 1, 2023. After he was sworn in, he was presented with his Corporal star.

Mayor Walik then had a swearing-in ceremony for Officer Mark Kozelka, Sergeant Richard Jaczak, Sergeant Kevin McGuire, and Corporal Ricky Foytik to recognize their promotions to Watch Commanders.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Approve Resolution 01-2023, "A Resolution authorizing the Execution of an Intergovernmental Agreement with the County of Cook Related to Road Improvement Projects for the Village of Stickney, County of Cook, State of Illinois"

**Upon the roll call, the following Trustees voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Absent: None
Nays: None
Mayor Walik declared the motion carried.**

Prior to the vote a correction was made to the agenda which showed Projects was actually printed as Prospects.

Prior to the vote the Mayor explained that the road improvements will include 40th and 41st Street from Oak Park to Ridgeland and a short portion of East Avenue where the water main was replaced. We have to go out to bids and hope to complete the work in the Spring.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to grant permission to the Stickney-Forest View Lions Club to Conduct the Queen of Hearts Raffle that includes a request for a waiver of the fee and the requirement for the Fidelity Bond.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa

Absent: None

Present: Trustee White

Nays: None

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor wished everyone a Happy New Year and thanked the police, fire, and public works for all their hard work. Next week we will start working on our calendar for events for 2023. Other things coming for 2023 are road projects and other projects. We are hoping to get some money to get Oak Park Avenue resurfaced. We are going to try and narrow down our Senator to get the rest of our money for our community recreation center.

CLERK'S REPORT: Today she filed all the names that were appropriate for the Cook County Clerks Ethics Statements. She asked the people to watch for their emails to show how to fill out the mandatory statements. A flier was given to the Board on the correct way to fill out the forms.

All the trustees gave New Year Greetings and extended congratulations to the officers who received their promotions.

Trustee White: Garbage will be pushed forward by a day due to the holiday. He provided instructions for people who will be putting out a live Christmas tree for pick up. The Mayor asked if he knew anything about Waste Management providing new garbage containers. Public Works Director Joe Lopez confirmed that this is going to take place because Waste Management finds that our old, original containers are breaking when they are dumping the garbage into their trucks.

TRUSTEE MILENKOVIC: He thanked the people for their donations for Operation Support Our Troops. They provide comfort and care packages for our service members deployed in harm's way. We had 397 pounds in this delivery. In the past we had 154 and 295 pounds. In addition, the Tree Board meeting dates were given. They are March 15, July 19, and October 18.

At this point the Mayor recognized audience member Ed Dabrowski on his retirement from NBC after 45 years of service.

The Mayor thanked Trustee Torres and Trustee Hrejsa for all their hard work coordinating event dates for next year.

DEPARTMENT REPORTS:

Police Chief James Sassetti: He thanked the Village Board for all their support throughout the year. We are one of the best police departments in the state. We have done a lot of innovative things through the years. We have grown and that is not the norm in this profession. Many departments are having retention difficulties. At the very best they are staying status quo as far as it relates to their personnel. With the support of the Mayor and the Board we have grown. On behalf of himself and the entire police department he thanked the Board. The Chief then congratulated the officers on their promotions. He then thanked all the officers who are out there on a daily basis doing their job. Without them we would not be so successful.

Public Works Director Joe Lopez: He informed us that the street sweeper will be doing the alleys. The Mayor congratulated his department for the fabulous job they did during our last big snow. Within 24 hours our Village was clean.

Deputy Chief Frank Figueroa recognized the two new officers that will be starting the police academy next week. They are Robert Walik and Noah Reyes.

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos to table the Executive Session to a future meeting.

Upon the roll call, the following Trustees voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa

Absent: None

Nays: None

Mayor Walik declared the motion carried.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:41 p.m.

Respectfully submitted,

Audrey McAdams, Clerk

Approved by me this day of , 2023

Jeff Walik, Mayor

Village of Stickney
Warrant Number 22-23-17

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
January 17, 2023

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the
officers, employees, independent contractors, vendors and other providers of
goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		88,450.60
02 WATER FUND		173,304.86
03 MOTOR FUEL TAX FUND		1,762.94
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>263,518.40</u>
General Fund Payroll	1/13/2023	258,226.25
Water Fund Payroll	1/13/2023	<u>20,264.93</u>
	Subtotal:	<u>278,491.18</u>
Total to be Approved by Village Council		<u>542,009.58</u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 1/1/2023 Through 1/15/2023

Check Number	Vendor Name	Effective Date	Check Amount
506445	Administrative Consulting Specialist, LLC	1/9/2023	3,750.00
506446	Air Comfort	1/9/2023	7,570.08
506447	Airgas USA LLC	1/9/2023	514.39
506449	ANDERSON PEST SOLUTIONS	1/9/2023	77.95
506450	Angeli Gamboa	1/9/2023	250.00
506451	ASCAP	1/9/2023	420.00
506453	Autotime	1/9/2023	3,759.69
506454	Bell Fuels, Inc.	1/9/2023	6,568.46
506455	CDW Government	1/9/2023	1,270.68
506456	CINTAS	1/9/2023	161.23
506457	CivicPlus LLC	1/9/2023	1,178.10
506459	Comcast Business	1/9/2023	1,673.13
506460	Comcast	1/9/2023	527.91
506462	Corneliu Covaliu	1/9/2023	600.00
506463	Costco - Citicard	1/9/2023	1,918.86
506464	CPURX, Inc.	1/9/2023	6,267.00
506465	Cummins Sales and Service	1/9/2023	1,246.81
506466	Dearborn National	1/9/2023	1,312.88
506467	Deece Automotive	1/9/2023	460.00
506468	Dell Marketing L.P.	1/9/2023	1,940.85
506469	Fire Apparatus & Supply Team	1/9/2023	2,463.52
506470	Flag World	1/9/2023	554.52
506471	Freeway Ford - Sterling Truck Sales, Inc.	1/9/2023	84.18
506472	Google LLC	1/9/2023	250.25
506473	Grainger	1/9/2023	1,295.48
506474	JG Uniforms	1/9/2023	28.25
506475	Kiesler Police Supply	1/9/2023	2,115.00
506476	Konica Minolta Business Solutions U.S....	1/9/2023	404.86
506477	Lenny's Gas N Wash Cicero and Pershi...	1/9/2023	1,041.10
506479	Maurice Moore Memorials	1/9/2023	400.00
506480	Menards - Hodgkins	1/9/2023	995.99
506481	Metro Garage, Inc.	1/9/2023	162.00
506482	Minuteman Press of Lyons	1/9/2023	133.69
506483	Monroe Truck Equipment, Inc.	1/9/2023	608.40
506484	Patricia Castrillon	1/9/2023	350.00
506485	Reliable Fire & Security	1/9/2023	72.00
506486	RESTORE CONSTRUCTION INC.	1/9/2023	256.00
506488	Safe Response, LLC	1/9/2023	999.99
506490	The Sign Edge	1/9/2023	15.00
506491	STAPLES BUSINESS CREDIT	1/9/2023	848.20
506492	Scott Urbanski	1/9/2023	390.00
506493	WASTE MANAGEMENT	1/9/2023	31,655.64
506494	Westfield Ford, Inc.	1/9/2023	75.13
506495	Yuritz RC Landscaping Inc	1/9/2023	1,170.00
506496	Maurice Moore Memorials	1/9/2023	400.00
506498	CPURX, Inc.	1/11/2023	213.38
Total 01 - General Fund			88,450.60

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 1/1/2023 Through 1/15/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506448	ALEXANDER CHEMICAL CORPORATION	1/9/2023	66.00
506452	Atlas Bobcat, LLC	1/9/2023	402.66
506454	Bell Fuels, Inc.	1/9/2023	3,284.23
506458	Clear View	1/9/2023	730.00
506461	ComEd	1/9/2023	4,730.62
506463	Costco - Citicard	1/9/2023	465.25
506480	Menards - Hodgkins	1/9/2023	49.99
506487	Russo's Power Equipment, Inc.	1/9/2023	320.59
506489	Scout Electric Supply Co.	1/9/2023	183.00
506497	City of Chicago	1/11/2023	<u>163,072.52</u>
	Total 02 - Water Fund		173,304.86

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 1/1/2023 Through 1/15/2023

Check Number	Vendor Name	Effective Date	Check Amount
506461	ComEd	1/9/2023	346.19
506478	Lyons Pinner Electric Co.	1/9/2023	1,416.75
	Total 03 - Motor Fuel Tax Fund		1,762.94
Report Total			263,518.40

ORDINANCE NO. 2023-01

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN VEHICLE FOR THE VILLAGE OF STICKNEY, ILLINOIS.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village has determined that it is in need of one (1) Ford Explorer (the "Vehicle") from Gillespie Ford as set forth in the invoice ("Invoice"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") deem it advisable and necessary for the efficient operation of the Village and to purchase the Vehicle; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to take all steps necessary to purchase the Vehicle in accordance with the terms of the Invoice;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the purchase of the Vehicle in accordance with the terms of the Invoice, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

SECTION 3: AUTHORIZATION. The Board hereby authorizes the purchase of the Vehicle in accordance with the terms of the Invoice; waives any bidding requirements related to the purchase of the Vehicle; authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The

Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Vehicles described herein, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this _____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2023.

Jeff Walik, President

**ATTESTED AND FILED in my
office this _____ day of _____, 2023.**

Beth Lukas, Deputy Village Clerk

EXHIBIT A

GILLESPIE FORD
18834 WEST GRAND AVE
GURNEE IL 60031
847-244-9500

Customer No. # 124029

Deal Number: 31058

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): VILLAGE OF STICKNEY

Date: 01/09/2023

Address: 6533 PERSHING ROAD STICKNEY IL 60402

County: COOK

Telephone (1):

Telephone (2): 708-788-2131

DOB:

E-mail: James.Sassetti@stickneypolice.com

State I.D.#

Issuing State:

Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2022	MAKE FORD	MODEL EXPLORER	COLOR GRAY	STOCK NO. 220468
VIN/SERIAL NO. 1FMSK8DH1NGC16693		ODOMETER READING <input type="checkbox"/> Not Accurate 5	SALESPERSON: NICK DENTONE	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT				
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the Implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <i>Traducción española: Vea el dorso.</i> This Vehicle is being sold by our Dealership to you: <input type="checkbox"/> AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because: <input type="checkbox"/> It is a new vehicle. <input type="checkbox"/> It is a used vehicle with more than 150,000 miles. <input type="checkbox"/> Other: N/A <input type="checkbox"/> With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. Please refer to the Power Train Warranty section below. <input type="checkbox"/> With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer. <input type="checkbox"/> With a Service Contract between you and N/A				
X		X N/A		
POWER TRAIN WARRANTY				
Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated. X X N/A				
WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)				
Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms: 1. N/A 2. N/A 3. N/A Consumer's Signature(s): N/A Date: N/A				
TRADE-IN VEHICLE INFORMATION				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A		Odometer Reading: <input type="checkbox"/> Not Accurate N/A		
Trade-In Allowance: N/A		Balance Owed & Lienholder: N/A		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
<input checked="" type="checkbox"/> IF THIS BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input checked="" type="checkbox"/> IF THIS BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT LIENHOLDER: CASH DEAL				
CASH PRICE OF VEHICLE			46775.00	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
LESS DIFFERENCE			46775.00	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
Title Fee			155.00	
Registration Fee			151.00	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
DOCUMENTARY FEE* (See Paragraph 12)			347.26	
OPTIONAL ERT FEE			25.00	
TOTAL DUE			47453.26	
LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt)			N/A	
LESS REBATE			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
LESS CASH DUE AT DELIVERY			N/A	
AMOUNT TO BE FINANCED (See Paragraphs 17 and 19)			47453.26	

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

01/09/2023

01/09/2023

Purchaser

N/A

Purchaser

DealerCAP

Accepted by Authorized Dealership Representative

601611*GF-FI
CATALOG #8963153

01/09/2023 09:51 am
© 2015 CDK Global, LLC Illinois (07/17)

ORDINANCE NO. 2023-02

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE STICKNEY FIREFIGHTERS TEAMSTER LOCAL UNION 700 FOR THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, there exists a Collective Bargaining Agreement, effective May 1, 2023 through April 30, 2027 (the "Agreement"), between the Stickney Firefighters Teamster Local 700 (the "Union") and the Village; and

WHEREAS, the Union has provided copies of the Agreement, which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the

President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2023.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2023.

Beth Lukas, Deputy Village Clerk

EXHIBIT A

ARTICLE I

PREAMBLE

This Agreement has been made and entered into by and between The Village of Stickney (hereinafter referred to as the "Employer") and Teamsters Local Union 700 (hereinafter referred to as the "Union"), on behalf of certain employees described in Article II, Recognition Clause.

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Teamsters Local Union #700 as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

Included: All part-time employees of the Village of Stickney in the following classification: Firefighter.

Excluded: Captain and Lieutenant.

ARTICLE III

EMPLOYEE INFORMATION AND UNION DUES DEDUCTION

3.1 Union Membership

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership.

Section 3.2 Dues Check-Off

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

An Employee may revoke their voluntary dues deduction by notifying the Union and the Employer by certified mail return receipt requested and providing 30 days advance notice.

Section 3.3 New Employees

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to

discuss the benefits of Union membership. The Employer shall provide a private meeting space and shall schedule meetings at a mutually agreeable time during the new employees' regularly scheduled workday. Employees shall not suffer a loss in pay for attendance at these meetings.

Section 3.4 D.R.I.V.E.

The Employer agrees to deduct from the pay of those unit employees who individually request it voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designed by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday, provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (DRIVE, International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis along with the name of each unit employee on whose behalf a deduction is made, the unit employee's social security number and amount deducted from the unit employee's paycheck.

Section 3.5 Teamsters Local 700 Benevolent Fund

The Employer agrees to deduct from the pay of those employees who individually request it, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund").

Section 3.6 Electronic Authorization

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

Section 3.7 New Hire Orientation

In order to improve efficiency in allowing the Union to attain the above information, the Employer agrees that they will notify the Union in writing of all New Hire Orientations including bargaining unit employees one week in advance of such meetings. A representative from Teamsters Local 700, or mutually agreed upon Union Steward, shall be permitted to attend and speak to bargaining unit employees for up to 1 hour.

Section 3.8 Indemnification.

The Union shall indemnify and hold harmless the Village, its elected representatives, trustees, fiduciaries, attorneys, insurers, employees, officers, administrators and agents from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any action taken, or not taken, at the direction of the Union, by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off or dues deduction authorization furnished under any such provisions.

The Union agrees to refund the Village any amount paid in error pursuant to the dues collection payments as specified in this Article. The Village will distribute any amount paid in error that it received from the Union to the affected employee.

ARTICLE IV

UNION ACTIVITY

Section 4.1. Activity During Working Hours

Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, if previously scheduled to work at the time, to attend a labor-management meeting with the Employer, a grievance arbitration (if the Employee is the grievant), or grievance meeting (if the Employee is the grievant or Union bargaining unit representative). This does not preclude the Village from approving additional requests.

Section 4.2 Access to Worksites by Union Representatives.

The Employer agrees that a representative from the Union shall have reasonable access, at reasonable times, to the premises of the Employer upon appropriate notice to the Employer, to meet with a bargaining unit member(s) to discuss grievances without deduction from the bargaining unit member's pay or accumulated leave time, to the extent required by applicable law, including, but not limited to the Illinois Public Labor Relations Act. A Union representative shall also be allowed by the Village to meet with a bargaining unit member on Village premises during lunch and other non-work breaks to discuss Union related matters without deduction from the bargaining unit member's pay or accumulated leave time. The Union representative will be identified to the Fire Chief or his designee and shall enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Fire Chief or his designee shall designate where such business is to be conducted. The duration of the meeting shall not exceed the lunch or other non-work break.

Section 4.3 Labor - Management Meetings.

Labor-Management meetings will be scheduled on an as needed basis upon request of either party. Such meeting(s) shall occur at a mutually agreed upon time(s), with reasonable advance notice. The party requesting the meeting will provide written notice to the other party regarding the matter(s) requested to be discussed. The parties must agree upon the matters to be discussed. The matters discussed shall be limited to the administration of this Agreement and to resolve matters related to this Agreement and/or terms and conditions of employment that are of mutual concern to the Union and Village. Matters of pending grievances, pending arbitrations, and disciplinary matters shall not be discussed. Neither party is obligated to discuss a permissive subject over which they are not required to bargain. The Village is not obligated to discuss matters that a management rights. It is expressly understood that negotiations for the purpose of altering some of all of the provisions of this Agreement shall not be carried on at these meetings. Two (s) designated Union Representatives will be permitted to attend. If the meeting is scheduled during the bargaining unit members work hours, he/she must use non-paid time (ex. lunch or non-work break) to attend the meeting. Bargaining unit members will not be paid for attendance at such meeting(s). The meetings shall not exceed one (1) hour, unless

mutually agreed otherwise.

ARTICLE V

MANAGEMENT RIGHTS

Section 5.1. Management Rights

Except as limited by the express written provisions of this Agreement, it is understood and agreed that the Village possesses the sole right and authority to operate and direct the Firefighters of the Village and its various departments. These rights include, but are not limited to:

- A. to plan, direct, control and determine the operations, services, purpose and mission of the Village and its Firefighters;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force;
- D. to establish qualifications for employment and to employ Firefighters;
- E. to promote Bargaining Unit Members, and to assign or transfer Firefighters;
- F. to discipline, suspend or discharge Firefighters;
- G. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;
- H. to introduce new methods, equipment and facilities;
- I. to make, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures;
- J. to determine the methods, means and number of personnel to carry out the Village's mission;
- K. to lay-off or relieve Firefighters due to lack of work or funds or for other legitimate reasons;
- L. to establish work and productivity standards; and
- M. to contract out for goods and services.

Section 5.2 Suspension of Agreement in Civil Emergency

If in the sole discretion of the Village President it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Village President during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village President shall advise the Council of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

ARTICLE VI

RELEASE OF INFORMATION

An Employee's personal contact information, as set forth in Section 3.2 of this Agreement and familial information will not be disclosed by the Employer to the media or general public during the term of this Agreement, unless the Employee approves of such disclosure in advance, and/or unless disclosure is permitted or required by law.

ARTICLE VII

USE OF MASCULINE PRONOUN

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 8.1 Just Cause Standard.

No employee other than probationary employees shall be disciplined or discharged without just cause. A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. At least 5 days before the hearing, the employee and Union shall be notified in writing of the charges, and the time and place of the hearing. The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

For purposes of this Agreement, a probationary Employee is an Employee who has not completed twelve (12) consecutive months of service in the Fire Department. Probationary Employees may be disciplined or discharged at will.

Section 8.2. Discipline.

Non-probationary employees may be disciplined and discharged only for just cause. Probationary employees may be disciplined without cause and without review either under the grievance procedure or by the Village of Stickney Board of Fire and Police Commissioners.

The following is a non-exhaustive list of infractions that could lead to discipline and for which an employee may have a formal investigation launched into supposed violations:

- Drinking or being under the influence of intoxicants, narcotics, controlled substances or hallucinogens during duty hours
- Dishonesty
- Fighting on duty
- Insubordination/willful violation of a publicized rule or regulation
- Failure to abide by prescribed standards relating to personal appearance
- Habitual tardiness

The parties agree with the tenants of progressive and corrective discipline. Progressive discipline generally includes the following:

- Oral Reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

The Employer's use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline that is more or less severe than a prior disciplinary action, or skipping a step(s) in the progression of discipline, depending upon the nature and severity of the misconduct, or upon a pattern of similar misconduct or infraction(s).

Once the measure of discipline is determined and imposed, the Employer shall not increase it for that particular incident, unless new evidence is discovered after the imposition of the discipline.

The following limitations shall apply to the use of disciplinary materials:

- a. Personnel records related to oral reprimand(s) shall not be used adversely to the Employee's interests eighteen (18) months from the date the oral reprimand is issued;
- b. Personnel records related to written reprimands which are more than two (2) years old, except those showing a pattern or practice of the same or similar conduct, shall not be used adversely to the Employee's interest unless there has been a disciplinary infraction during the two (2) year period.
- c. Personnel records related to suspensions or Fire & Police Commission cases, or as may be ordered by a Court, may be used adversely to the Employee's interests.

Nothing in this Article III prohibits the Employer from retaining any records that they are otherwise required to maintain by law, regardless of the limitations set forth above.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1 **Definition.**

A grievance is defined as a difference between an employee or the Union and the Village with respect to the interpretation, application, and/or enforcement of this Agreement.

Section 9.2 **Representation.**

An aggrieved employee(s) and/or Union Representative may file a grievance. Employees may take up grievances through Steps 1 and 2 on their own and individually or with representation by the Union provided that the Union retains the right to attend any such hearing and the resolution of any grievance shall be consistent with this Agreement.

A grievance relating to all or a substantial number of employees (i.e., class-action) or to the Union's own interests or rights are eligible for advanced step filing at Step 3 of the grievance procedure by the Union's Business Agent or his/her designee only.

Section 9.3 **Grievance Procedure Steps.**

Grievances must be submitted on an approved Grievance Form that will be provided by the Union. The steps and time limits shown in the table below identify calendar days for action at each respective step:

STEP	Time for Filing	Recipient	Time for Meeting	Time for Response
1	15 days	Immediate Supervisor	10 days	15 days
2	10 days	Fire Chief	15 days	20 days
3	10 days	Mayor or Mayor's Designee	15 days	30 days
4 (Arbitration)	30 days	Arbitrator	20 days to schedule	60 days from hearing (Arbitrator) Unless otherwise Agreed by the Parties.

Steps 1-3: The employee/Union bears responsibility for timely filing grievances in accordance with the timelines set forth in the table in this Section. In the event the Village does not respond within the applicable time period and/or in the event that the Village's response is unsatisfactory to the Union, the Union may advance the grievance to the next step of the grievance procedure. In the event that the Union fails to advance the grievance to the next step, the grievance shall be considered withdrawn with prejudice. Only the Union's Business Agent or designated representative may present grievances at Step 3. The parties can mutually agree in writing to extend any of the deadlines in Steps 1, 2, and/or 3.

The employee concerned may, with assistance of a representative of the Union, submit a grievance in writing to the employee's immediate supervisor. The supervisor shall attempt to resolve the grievance where practicable at that time and render a written decision within 10 calendar days. An immediate supervisor is defined as the Deputy Chief and/or the Fire Chief, or any other designated employee granted the same decision-making capacity as those individuals.

Step 4 (Arbitration): In the event that the Union is not satisfied with the Village's Step 3 response, it may advance the matter to arbitration by notifying the Village within thirty (30) days of receiving the Village's Step 3 Answer or the date the Step 3 Answer was due. The Union and the Village will then select an arbitrator by mutual agreement (utilizing an FMCS panel and alternative strikes if no agreement on an arbitrator can be selected by mutual agreement) and shall appoint the selected arbitrator. The parties shall request a panel of arbitrators who have a business address within a 125 mile radius of Stickney Village Hall. Each party has the right to strike an FMCS panel one time and request a new panel, at the striking party's expense. The parties shall contact the arbitrator in writing for scheduling within twenty (20) days of the arbitrator's appointment. The parties shall each bear their own Arbitration expenses, except that they shall split the cost evenly of a court reporter and the cost of the arbitrator's copy of the transcript. Each party shall pay the full cost of their own copy of the transcript. Upon appointment, the Arbitrator shall be notified that s/he is expected to issue his/her ruling within sixty (60) days following the close of the hearing, unless the parties mutually agree to extend this deadline.

The Arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement. However, the Arbitrator's Award shall be final and binding on the parties.

The Village and the Union generally agree that it is in their best interests to resolve disputes by agreement, and to that end, they may mutually agree to confer about the possibility of settlement before incurring any costs incurred in association with this Article.

ARTICLE X

EMPLOYEE SECURITY AND RIGHTS

Section 10.1 Probationary Period.

Newly-hired and lateral-hired Employees shall serve a probationary period of no more than twelve (12) months, and may be disciplined during their probationary period with or without just cause and without review either under the grievance procedure or by the Village of Stickney Board of Fire and Police Commissioners. All Employees who complete their probationary period shall, after completion, have such period considered part of their years of service for purposes of determining seniority.

Section 10.2 Seniority Defined.

Seniority is defined as an Employee's continuous length of service for the Stickney Fire Department. If hired on the same date, the firefighter with the earliest B.O.F./FF2 date shall have the greater seniority. The Village and the Fire Department shall maintain a current seniority list at all times, and shall post said seniority list in plain view of all bargaining unit members in the day room, and shall maintain a copy of said seniority list in the Stickney Fire Department memo book.

Section 10.3 Seniority List.

The Fire Chief shall establish a seniority list, and it shall be brought up-to-date effective January 1st of each year and posted no later than January 5th on the bulletin board of the Fire Station, and a copy of the same shall be given to the Union's Representative.

Section 10.4 Personnel Files

Employee's may request to review their personnel records as provided by the Personnel Record Review Act 820 ILCS 40/1, *et seq.*

Section 10.5 Indemnification

In case any injury to the person or property of another is caused by a member of the Stickney Fire Department, while such Employee is engaged in the performance of his or her duties as a firefighter, the Village shall indemnify the Employee for any judgment recovered against him as a result of such injury or damage, except for the injury or damage which results from willful or intentional misconduct by the Employee.

Any Employee who, at the time of performing such action complained of, was a firefighter who was made a party defendant to any action shall, within ten (10) calendar days of service of process upon him, notify the Village of the institution of such action. Such notice shall be in writing and shall be filed in the Office of the Village Clerk and the Village Attorney, either by the named Employee or his agent or attorney. The notice shall include a copy of the process served. The Village shall have the right to intervene in the suit against the Employee, shall be permitted to appear and defend, and otherwise control the litigation. The duty of the Village to indemnify any such Employee for any judgment recovered against him shall be conditioned upon, a) receiving notice of the filing of any such action in the manner and form herein above described, and b) Employees shall be required to cooperate with the Village during the course of the investigation, administration, or litigation of any claim arising under this Section 10.5.

10.6 IMRF Compensation

The Employer shall provide an informational packet pertaining to the Illinois Municipal Retirement Fund to all new bargaining unit employees upon their date of hire.

ARTICLE XI

BULLETIN BOARDS AND INFORMATION

Section 11.1. Bulletin Boards.

Posting on Union bulletin boards will be limited to notices of Union meetings, Union elections and other official Union activities, provided, however, that no notices of a partisan political or inflammatory nature shall be posted. Posting of Union notices shall be limited to such bulletin board(s) and the Union will provide the Fire Chief with a copy of each notice prior to its posting.

Section 11.2 Reasonable Requests for Information / Examination of Records.

The Union or its designated representative shall retain the right to request information pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*

ARTICLE XII

VIDEO RECORDING

The Village may install video cameras, without notice to the Union, in public areas and in the workplace, including, but not limited to the fire station and its premises; however, the Village may not use video cameras for the sole purpose of instituting employee discipline.

ARTICLE XIII

PARKING

Section 13.1 Parking.

The employer shall provide safe, private, and adequate parking for all members while on duty. If the employer wishes to identify vehicles of employees they shall provide a hanging placard to all employees covered by this agreement. At no time will the employer require employees to place stickers, window clings, or any other fire department or village decals or markings on their personal vehicles.

ARTICLE XIV

SUBCONTRACTING, LAYOFF, RECALL

Section 14.1 Subcontracting.

The Village of Stickney agrees that effective upon the mutual ratification of this Agreement, the Village shall not contract or subcontract out for any services currently performed by members of the bargaining unit, except in scenarios in which manpower in addition to the bargaining unit is necessary for fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services throughout the term of this Agreement.

Except where an emergency exists, during the term of this agreement, the Village of Stickney will not contract out work traditionally performed by bargaining unit employees without advance written notice to the Union where practical. While studies may regularly take place, the Village has no formulated plans for the additional contracting out that would cause the displacement of bargaining unit employees. It remains that the agreed-upon general policy to utilize bargaining unit employees to perform work they are qualified to perform and have traditionally performed.

Section 14.2 Layoff.

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, employees covered by this agreement will be laid off in accordance with their length of service with the Employer as provided in 625 ILCS 5/10-2.1-18. The Village agrees to notify the Union at least two (2) weeks prior to the effective date of any layoff where reasonably practicable. Within seven (7) calendar days of such notice, the Union President may request to meet with the Village. If a meeting is requested, the Village shall meet with the Union, to the extent required by applicable law, and shall afford the Union an opportunity to propose alternatives to layoff as well as an opportunity to negotiate over the impact of the layoff. Any such meeting(s) shall not be used to delay the layoff. Layoffs shall be by inverse order of seniority according to applicable Illinois law.

Section 14.3 Recall

Employees who are laid off shall be placed on a recall list. If there is a recall, Employees who are on the recall list shall be recalled in order of seniority, i.e., in the reverse order of their layoff: provided they are fully qualified to perform the work to which they are recalled without further training. Employees eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Union.

The Employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after being served with a notice of recall. The notice shall be sent to the employee, via a means that provides proof of delivery, to the employee's last known address that was on file with the Village at the time of the layoff. If an Employee fails to timely respond to the recall notice, his name shall be removed from the recall list.

ARTICLE XV

TRAINING

The parties agree that additional training and skills in the areas of fire suppression and protection may serve both the Village, the workforce and the community.

Section 15.1 In-House Training.

All employees are required to attend and successfully complete training conducted in-house by the Stickney Fire Department, as set for in Fire Department Policy__.

Section 15.2 Outside Training.

Employees may also be required, directed, and/or ordered by the Chief to attend outside training. "Outside training" is defined as training not conducted by the Stickney Fire Department. Employees will be compensated at their regular (straight time) hourly rate for actual training time while attending any required outside training. The Village will pay for any associated enrollment fee or tuition. The hours in attendance at training shall not count towards the employee's total hours worked for purposes of calculating overtime. Outside training must be approved in advance by the Chief. Employees are required to successfully complete the training.

15.3 Classes

It is the desire of both parties that bargaining unit members of the Stickney Fire Department shall pursue higher education in the hopes of being better prepared to perform their ever-changing and complex duties. All regular status Fire Fighters qualify for education expense reimbursement, budget-permitting, and at the discretion of the Fire Chief.

ARTICLE XVI

WORK SCHEDULE AND ASSIGNMENTS

Section 16.1 Work Shifts

The Village shall post work schedules, showing the shifts, workdays, and work hours to which employees are assigned at least (10) days in advance.

There shall be 3 shifts per 24-hour workday:

- 0600 hours -1200 hours, shall also be known as the "AM" or "morning" shift
- 1200 hours -1800 hours, shall also be known as the "PM" or "afternoon" shift
- 1800 hours -0600 hours, shall also be known as the "night shift"

There shall be six (6) assigned night shifts designated as follows:

Black 1
Red 1
Gold 1
Black 2
Red 2
Gold 2

The above night shifts will be on a rotating work schedule of one night shift every six (6) days.

Section 16.2 Duty Hours and Rest Period

Employees may work a maximum of forty-eight (48) consecutive duty hours. There shall be a mandatory rest period of twelve (12) hours between a duty period of forty-eight 48 hours and the next scheduled work shift.

Duty hours shall be limited to 103 hours per period throughout a calendar month, unless otherwise approved by the Chief or his designee. The first period shall run from the 1st of the month through the 15th of the month. The second period shall run from the 16th of the month through the last day of the month. Drill hours, call back hours, administrative hours, and detail hours are not included as "duty hours" for purposes of this Article XVII.

Traded duty hours or covered duty hours that would place a member in excess of 103 hours per period may approved only at the sole discretion of the Chief or his designee. A request for traded or covered hours must be submitted to the appropriate officer no less than seventy-two (72) hours before the duty shift to be traded. Any request that occurs later then 72 hours requires the approval by the Chief or his designee. Members are required to track their own duty hours to ensure compliance with this Article XVII.

Section 16.3 Shift Selection

The current practice of assigning night shifts to members based upon members' request to work night shifts and their Department participation shall remain in effect for the term of this agreement.

For all shifts, members' electronic shift request submissions shall be due on the 15th of every month. If a submission is not received or is received after the 15th, the member may not be assigned shifts he requested. If there are open shifts after the schedule is posted, an e-mail will be sent by the Chief or his designee to members listing the dates of the open shifts and the date by which a member must respond if he is available to work the open shift(s), prior to utilizing the Call List procedure set forth in Section 17.4. Additional e-mails, if necessary, will be sent until the open shift(s) are covered. Members are encouraged to sign up for open shifts.

Section 16.4 Call List

The Chief or his designee shall create a call list for open or extra shifts. The call list shall be utilized if there are still open or extra shifts after utilizing the procedure in Section 17.3, or if there is not sufficient notice of the need to fill a shift that would permit the Department to utilize the procedure in Section 17.3. The Chief or his designee shall call members on the list until a member volunteers to work the open or extra shift. If a member does not answer the phone and/or respond to a message left for him within the time period requested by the Chief or his designee, another member may be called.

Section 16.5 Duty Trades and Duty Covers

When an Employee is not available to work a shift for which he is scheduled, it is his responsibility to make arrangements for another Employee to cover the shift. The Department

duty crew may, but are not required to, assist a member in arranging a replacement if the member is ill, but it remains the employee's responsibility to secure equal coverage for their shift. "Equal coverage" means another employee who is qualified to fulfill the same role to which the employee was assigned to work on that shift.

16.6 Acting Officer/ Acting Officer Training

Bargaining unit members who are assigned to - and subsequently perform - responsibilities typically performed by supervisors who hold a rank senior to the bargaining unit employee, shall be paid an additional dollar (\$1.00) per hour for the duration of the shift in which the member is performing responsibilities typically performed by supervisors or other Fire Department personnel.

16.7 Staffing

The Department desires to have 40 line members. Should line members fall below 40, the department shall have a plan in place to hire more line members.

ARTICLE XVII

EXPOSURE TO CONTAGIOUS DISEASES

The Employer agrees to pay the cost for inoculation, immunization shots for the Employee and members of the employee's immediate family living in their household when such becomes necessary as a result of said employee's exposure to contagious diseases, if the Employee was exposed in the line of duty.

ARTICLE XVIII

HOLIDAYS

Section 18.1 Recognized Holidays.

The following Holidays shall be recognized and observed as paid holidays for purposes of this section:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Easter
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving
12. Christmas Eve
13. Christmas Day

Section 18.2 Holiday Compensation.

All bargaining unit members who work their scheduled shift on a holiday shall receive 1 1/2 times pay ("time and a half"). However, only those Employees who work the night shift on Christmas Eve shall receive the 1 1/2 times pay ("time and a half"). Employees responding to the fire station for a "call back" on a holiday shall be entitled to call back pay and not holiday pay.

Section 18.3 Holiday Assignments

All members are required to sign up to work at least three (3) holiday shifts. If shifts remain open after members sign up for holidays, then names will be randomly drawn from a hat to fill the shifts. The Chief or his designee and at least one (1) bargaining unit representative shall be present for the drawing. Employees who have not worked the required three (3) shifts will be placed in the hat first.

ARTICLE XIX

CALL BACKS AND OVERTIME

Section 19.1 Call Backs.

A call back is defined as an official request for off duty firefighters to respond to the fire station, in their personal vehicles, and assume full emergency services responsibilities as if the member were assigned for duty that day. A member responding to the call back shall be considered on duty from the time he arrives at the fire station. A member responding to the fire station for a call back does not have to be in uniform. All bargaining members shall be compensated at their regular hourly rate ("straight time") for all call backs, but shall be entitled to a minimum two (2) hours of work for any call backs.

Section 19.2 Overtime Compensation.

All hours worked in excess of two hundred and twelve (212) hours per month are considered overtime and shall be compensated at the overtime rate of one-and-one-half (1 1/2) times the bargaining members hourly rate of pay ("time and a half") and will be paid out once per month on the 15th day of the month.

ARTICLE XX

UNIFORMS

Section 20.1 Uniform Voucher System.

Bargaining unit members covered by this Agreement shall be provided on an annual basis a voucher in the amount of two hundred and fifty dollars (\$250) to be spent at a vendor designated by the Chief for Class B shirts, Department approved pants, and Department approved shorts. The voucher shall be given to members in June of each year of this Agreement.

Section 20.2 Replacement of Damaged Clothing.

Members are solely responsible for the upkeep and maintenance of their uniforms and station wear. The Village shall, at its sole discretion, provide an additional voucher(s) for the replacement of only those uniform items set forth in Section 21.1 above that are damaged in the performance of the employee's duties. Items that reflect normal wear, as well as items that are damaged as a result of the employee's carelessness or negligence, are not eligible for replacement. Any request for an additional voucher(s) to replace damaged clothing shall be documented to the reasonable satisfaction of the Chief or his designee, who shall have the sole discretion to approve or deny the request. A denial of a request pursuant to this Section 21.2 shall not be subject to the grievance procedures of this Agreement.

ARTICLE XXI

WAGES AND COMPENSATION

Section 21.1 Regular Hourly Rate ("Straight Time")

<u>EFFECTIVE DATE</u>	<u>HOURLY RATE ("Straight Time")</u>
May 1, 2023 through April 30, 2024*	\$20.00
May 1, 2024 through April 30, 2025	\$21.00
May 1, 2025 through April 30, 2026	\$22.00
May 1, 2026 through April 30, 2027	\$23.00

Section 21.2 Maintenance Duty

A qualified member(s) may be assigned, in the sole discretion of the Chief or his designee, to perform routine maintenance and/or other repairs on Department equipment and apparatus. A member assigned shall receive two times their regular hourly rate ("double time") for hours that assigned maintenance duties are performed. The hours must be approved in advance by the Chief or his designee.

Section 21.3 Paychecks

Paychecks shall be issued on the 1st and 15th of each month. If either date falls on a non-banking day, that paycheck shall be issued on the closest banking day falling before either date.

ARTICLE XXII

DRUG AND ALCOHOL TESTING

The Union and Village agree that bargaining unit members shall be subject to the Village's Drug and Alcohol Testing Policy, a copy of which is attached hereto as Appendix A.

ARTICLE XXIII

NO STRIKE/NO LOCKOUT

The Union and the bargaining unit members covered by this Agreement recognize and agree that the rendering of fire services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued and that to do so would endanger the health, safety and welfare of the inhabitants of the Village of Stickney.

Section 23.1 No Strike.

Neither the Union, nor any bargaining unit member will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, work slowdown, or other interruption with the work and statutory functions or obligations of the Village. Neither the Union nor any bargaining unit member shall refuse to cross any picket line, by whomever established, during the term of this Agreement.

Section 23.2 No Lockout.

The Village will not lock out any bargaining unit members covered by the terms of this Agreement as a result of a labor dispute with the Union, unless there is a violation of Section 24.1.

Section 23.3 Union Notification.

The Union agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage bargaining unit members violating Section 23.1 to return to work.

Section 23.4. Judicial Relief.

Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of this Section.

ARTICLE XXIV

DURATION

This Agreement shall be effective May 1, 2023 and shall remain in full force and effect through April 30, 2027. It shall continue in effect from year to year thereafter unless notice of re-negotiation is given in writing by certified mail by either party no earlier than one hundred eighty (180) calendar days preceding the expiration date of this Agreement. The notice referred to shall be considered to have been given as of the date shown on the postmark.

Notwithstanding any provision of the Article to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolutions of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

TEAMSTER LOCAL 700

VILLAGE OF STICKNEY

By: _____

By: _____
Jeff Walik, Mayor

Date: _____

Date: _____

By: _____

By: _____

Date: _____

Date: _____

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

6533 West Pershing Road
Stickney, Illinois 60402
Phone (708) 788-2131
Fax (708) 749-2742



JEFF WALIK
Mayor

January 09, 2023

Re: Swearing in of Three (3) New Probationary Police Officers

Honorable Mayor Jeff Walik and Village Trustees,

At the Tuesday, November 15, 2022 Village of Stickney Board Meeting, The Board of Trustees approved the hiring of four (4) Probationary Police Officers. One (1) probationary police officer was already hired, therefore; there were three (3) remaining vacancies.

The Board of Fire and Police Commissioners conducted Lateral Police Officer interviews and posted a final eligibility pool list. Pursuant to that pool list, the following three (3) candidates were recommended for hire as probationary police officers by the Board of Fire and Police Commissioners. I respectfully request that the following three (3) candidates be sworn in as Village of Stickney Probationary Police Officers effective January 15, 2023.

1. Mitchell R. Hattan
2. Joseph M. Kelly
3. Jeffrey E. Hughes

Thank you in advance for your consideration with this request. Please do not hesitate to contact me if you have any questions. Have a good day.

Respectfully,

A blue ink signature of James Sassetti, written in a cursive style.

James Sassetti
Chief of Police

Board of Fire and Police Commissioners

6533 West Pershing Road

Stickney, IL 60402

December 23, 2022

Mayor Jeff Walik, and
Village of Stickney- Board of Trustees
6533 West Pershing Road
Stickney, IL 60402

Dear Mayor and Village Board,

On December 23, 2022, Police Chief James Sassetti advised the Board of Fire and Police Commissioners that he has received the approval of the Stickney Village Board to hire three (3) new Lateral Police officers.

In his December 23, 2022, correspondence to the Board of Fire and Police Commissioners, Chief Sassetti advised that "based on the imminent needs that currently exist within the Stickney Police Department I respectfully request that the following three (3) Candidates be recommended for hire off the current list dated 12/23/2022. Those officers are:

Mitchell R. Hattan

Joseph M. Kelly

Jeffrey Hughs

Based on the needs of the Police Department as stated by Chief Sassetti and based on approval of these hires by the Stickney Village Board, the Board of Fire and Police Commissioners recommends the hiring of the above three (3) Lateral Police Officers effective January 15, 2023.

Sincerely,

Bob Senese- Commissioner- Chairman

Al Brinker- Commissioner- Secretary

Al Kulaga- Commissioner

cc. Chief James Sassetti

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

6533 West Pershing Road
Stickney, Illinois 60402
Phone (708) 788-2131
Fax (708) 749-2742



JEFF WALIK
Mayor

January 09, 2023

Re: Swearing in of Three (3) New Auxiliary Police Officers

Honorable Mayor Jeff Walik and Village Trustees,

I respectfully request that the following three (3) individuals be sworn in as Village of Stickney Auxiliary Police Officers.

1. Humberto Martinez
2. Riley Prodehl
3. Wayne Lindwall

Thank you in advance for your consideration with this request. Please do not hesitate to contact me if you have any questions. Have a good day.

Respectfully,

A blue ink handwritten signature, appearing to read "James Sassetti", written over a large orange rectangular redaction box.

James Sassetti
Chief of Police