

## **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:

<b>STEP</b>	<b>Time for Filing</b>	<b>Recipient</b>	<b>Time for Meeting</b>	<b>Time for Response</b>
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 5<sup>th</sup> 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 1<sup>st</sup> of the month through the 15<sup>th</sup> of the month. The second period shall run from the 16<sup>th</sup> 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 than 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 15<sup>th</sup> of every month. If a submission is not received or is received after the 15<sup>th</sup>, 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.

### **16.7 Staffing**

The Department desires to have 40 line members. Should line members fall below 40, the Village 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 15<sup>th</sup> 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")**

<b><u>EFFECTIVE DATE</u></b>	<b><u>HOURLY RATE ("Straight Time")</u></b>
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.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Walik, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_