

ORDINANCE NO. 2023- 06

**AN ORDINANCE APPROVING A LETTER OF AGREEMENT BETWEEN
THE VILLAGE OF WEST DUNDEE
AND
THE WEST DUNDEE PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

WHEREAS, the Village of West Dundee, Kane County, Illinois (the "Village") is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and thus may utilize any power and function to further its governmental affairs; and,

WHEREAS, in accordance with the Illinois Public Labor Relations Act, the Village of West Dundee entered into good faith collective bargaining and has thus reached an agreement with the West Dundee Professional Firefighters Association, Local 4882, IAFF, AFL-CIO, CLC concerning overtime distribution, and other terms and conditions of employment for the years so noted within the Side Letter of Agreement dated February 1, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WEST DUNDEE, KANE COUNTY, ILLINOIS, that:

Section 1. The President and the Board of Trustees hereby accept the terms of the attached Letter of Agreement.

Section 2. The Village Manager is authorized to enter into the Letter of Agreement with the West Dundee Professional Firefighters Association, Local 4882, IAFF, AFL-CIO, CLC.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval. This Ordinance shall not be codified.

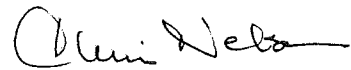
AYES: Trustees Wilbrandt, Price, Yuscka, Haley, Alopogianis and Anderley

NAYS: None

ABSENT: None

PASSED: February 20, 2023

APPROVED: February 20, 2023



Village President

ATTEST:



Village Clerk

**Side Letter of Agreement
Between
The Village of West Dundee
And
The West Dundee Professional Firefighters Association,
Local 4882, IAFF.**

February 1, 2023

Representatives from the Village of West Dundee ("Village") and the West Dundee Professional Firefighters ("Union") have met and reached an agreement on this Side Letter of Agreement to the Collective Bargaining Agreement ("Agreement") between the parties dated May 1, 2021, through April 30, 2024, which modifies the following sections of the afore referenced Agreement.

Modification to Section 8.3 - Acting Out of Classification

Any employee covered by this Agreement who assumes the responsibility of the Acting Officer will be paid an additional \$1.10 per hour acting pay differential. *2023*

Modification to Section 9.1 Overtime Distribution

The Fire Chief or his designee has the authority to determine the necessary rank and qualifications for hire-backs. Hire-backs will occur when required by the minimum staffing set forth in section 18.1, maintained by the scheduling software, and reviewed by a bargaining unit representative designated by the Union. Rotation of the lists will occur each time a sworn member accepts a hire-back opportunity based on the number of hours accepted and the lowest accumulated hours. Canceled hire-backs will be automatically credited against the number of hours accepted. The number of hours accumulated will reset on January 1st of each year, and the list will reset to a seniority-based list.

Once it is determined that a hire-back is required, the Fire Chief or his designee determines the type of hire-back, and the scheduling software will initiate a call-back. The call will go out to the sworn members via text message, phone call, mobile application, or similarly effective means. Sworn members interested in being hired back will have three days of the sending to call back and indicate their interest. The scheduling system will notify the filled hire-back to the fire department's sworn members and modify the hire-back list accordingly.

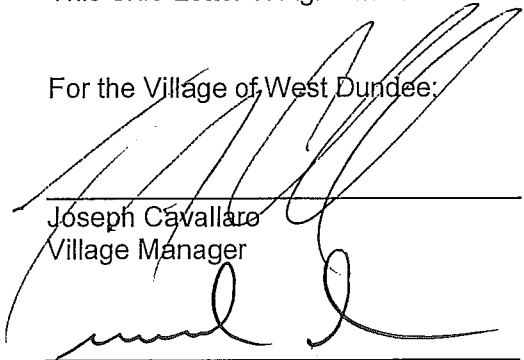
Notwithstanding the preceding, (a) hire-backs for ancillary assignments (e.g., public education events, etc.) may be handled by the Fire Chief or his designee on a first come, first served basis, and (b) the Union representative may, in his reasonable discretion, offer a hire-back without rotation of the list to prevent a force back.

If any sworn member establishes that he did not receive a hire-back for which he had priority per the procedures set forth herein. If the situation cannot be resolved immediately, such a member's sole remedy in the grievance procedure shall be to have the first preference for the next hire-back opportunity that he is appropriately qualified to perform.

The Union and Fire Department Staff agree to re-evaluate this process through the labor management process as outlined in the CBA Section 16.3 for the duration of this agreement and adjust as necessary.

This Side Letter of Agreement is executed this 1st day of February 2023.

For the Village of West Dundee:



Joseph Cavallaro
Village Manager




Michael Spiro
Fire Chief

For IAFF, Local 4882:



Andrew Wera
President, IAFF Local 4822



Zachary Benson
Vice President, IAFF Local 4882



Peter Sieminski
Secretary, IAFF Local 4882