

AGREEMENT
between
VILLAGE OF MUNDELEIN
and
MUNDELEIN FIRE OFFICERS ASSOCIATION

May 1, 2014

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PREAMBLE

This Agreement entered into by the VILLAGE OF MUNDELEIN (hereinafter referred to as the "Village" or the "Employer") and the MUNDELEIN FIRE OFFICERS ASSOCIATION (hereinafter referred to as the "Association"), has as its purpose the promotion of harmonious relations between the Village and Association; the establishment of an equitable and peaceful procedure for the resolution of differences; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and the establishment of an entire agreement covering wages, benefits and times and conditions of employment applicable to bargaining unit employees.

THEREFORE, in consideration of the mutual provisions and agreements contained in this Agreement, the Village and Association agree as follows:

ARTICLE I RECOGNITION

Section 1. Recognition. The Village recognizes the Association as the exclusive bargaining representative for all full-time sworn fire lieutenants in the Village of Mundelein Fire Department, but excluding all firefighter/paramedics; Battalion Chiefs, Deputy Chiefs and Fire Chiefs, all as supervisory and/or managerial employees; all part-time employees and all other employees of the Employer under the terms and conditions set forth in the stipulations of the parties submitted in Case No. S-CA-11-045.

Section 2. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate the Village and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness standards; to determine examinations, examination techniques and conduct examinations; to establish specialty assignments and to select personnel to fill them; to schedule and assign work; to establish work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to establish, change, add or reduce the number of hours, shifts, tours of duty and schedules to be worked; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders, procedures, programs and policies; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to use POCs and contract employees as the Village deems appropriate; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to determine whether work is to be performed by employees in the unit or outside the unit and which employees; and to take any and all actions as may be

necessary to carry out the mission of the Village and Fire Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the Village Administrator, Fire Chief or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE III LABOR-MANAGEMENT COMMITTEE

The Association and Village agree to establish a Labor-Management Committee to annually discuss matters of mutual concern, including wages and benefits, at a date and time mutually agreed upon by the parties. The Association may designate two persons and the Village Administrator may designate two persons to attend such meeting. No later than December 15, the Association shall submit to the Village Administrator a list of wages and/or benefits that the Association is requesting be modified. The Village Administrator will meet with the members of the Labor Management Committee to discuss the requests presented in the letter no later than February 15. The Village Administrator will provide a written response to the committee within 30 days of the meeting. Subsequent to the meeting or other meetings mutually agreed upon, the Village Administrator shall make a recommendation to the Village

Board about the wages and benefits of employees covered by this Agreement. The decision of the Village Board shall be final.

ARTICLE IV CHANGES IN REGULAR WORK SHIFT

Section 1. Changes in Work Shift

Should it be necessary in the Chief's judgment to change the shift assignment of an employee or employees, the Chief will, absent emergency notify the employees no later than October 15th of each year.

ARTICLE V NO STRIKE/NO LOCKOUT

Section 1. No Strike.

Neither the Association nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies, work to the rule situation, mass absenteeism, refusal to cross a picket line, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing.

The Village shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees shall only have the right to contest whether an employee or employees participated in an action prohibited by this Article.

Section 2. Responsibility of Association.

Should any activity prescribed in Section 1 of this Article occur, which the Association has or has not sanctioned, the Association shall immediately publicly disavow such action, notify the employees that it disapproves of such action, instructing all employees to cease such action

and immediately return to work, and take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article.

Section 3. No Lockout.

The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Association.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Complaints shall be processed in accordance with the procedure in the Village of Mundelein Employee Reference Manual and/or the Village of Mundelein Fire Department policies, whichever is applicable, as they may from time to time be modified.

**ARTICLE VII
LEAVES OF ABSENCE, HOLIDAYS, FITNESS & SAFETY BENEFITS,
AND VACATION**

Subject to the provisions of Article III, employees shall receive the same leave of absence, holidays and vacation, fitness and safety benefits, and other economic benefits set forth generally in the Village of Mundelein Employee Reference Manual as the other non-represented employees of the Village as they may from time to time be modified. Time off shall be governed by the applicable provisions of the Village of Mundelein Employee Reference Manual and the Village of Mundelein Fire Department policies, as they may from time to time be modified.

**ARTICLE VIII
WAGES, CALL BACK AND ACTING OUT OF CLASSIFICATION**

Section 1. Wages Employees shall be compensated in accordance with a wage schedule that shall be established annually. An employee shall progress through the applicable steps of the salary schedule on the employee's anniversary date during years when the Village appropriates money for such step increases.

Section 2. Call Back

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to the normal shift) will be paid for all hours worked outside his normal hours of work or a minimum of two (2) hours of pay, whichever is greater at the acceptable rate of pay. Pay shall commence upon arrival at the Fire Station.

Section 3. Acting out of Classification

When an employee covered by this agreement is assigned to and performs the duties of a higher-rated classification (i.e. a Lieutenant assumes the duties of a Battalion Chief for any period of time, the employee shall receive an additional one and one half hour of compensation per shift when performing the duties of the higher rated classification.

ARTICLE IX INSURANCE

Employees covered by this Agreement shall receive the same medical, dental and life insurance benefits at the same costs and under the same terms and conditions applicable to the non-bargaining unit Village employees generally, as they may be modified from time to time.

ARTICLE X MISCELLANEOUS

Section 1. Policies and Procedures.

Employees shall be governed by the non-economic portions of the Village of Mundelein Employee Reference Manual and Mundelein Fire Department policies and rules and regulations as they may from time to time be amended, except as expressly provided for herein or therein. The Village shall endeavor to provide the employees notice of any new or changed policy or procedure. Alleged violation and application of the policy and procedures by the Village shall be reviewed exclusively through the complaint and grievance procedures set forth in the Village of

Mundelein Employee Reference Manual and/or Mundelein Fire Department policies as they may from time to time be amended.

Section 2. Board of Fire and Police Commissioners (BFPC).

The Village and Association agree that all disciplinary, promotional, rulemaking and other matters previously subject to the authority and jurisdiction of the Village of Mundelein Board of Fire and Police Commissioners shall remain under the authority and jurisdiction of the Village of Mundelein Board of Fire and Police Commissioners. Accordingly, the parties agree that the sole recourse for the appeal and review of disciplinary matters, including discharges, shall be through the Board of Fire and Police Commissioners Procedures. Promotions shall be subject to the rules and regulations of the BFPC as they may from time to time be amended and the parties hereby specifically waive the provisions of the Fire Promotional Act.

**ARTICLE XI
SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XII
ENTIRE AGREEMENT**

This Agreement, upon ratification constitutes the complete and entire agreement between the parties. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the Management Rights Clause, Article III.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether referred to or covered by this Agreement, including the impact of the Village's exercise of its rights specified herein, on wages, hours or terms and conditions of employment.

**ARTICLE XIII
DURATION**

This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing between fifteen (15) and thirty (30) days prior to the expiration date that it desires to modify this Agreement.

MUNDELEIN FIRE OFFICERS
ASSOCIATION:



Dated: 4-14-14

VILLAGE OF MUNDELEIN:



Dated: 4-14-14