

VILLAGE OF BRADLEY

RESOLUTION NO. R-04-22-07

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND BRADLEY FIREFIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, CLC

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 25 DAY OF April, 2022

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 25 day of April, 2022

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WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois have the authority to adopt resolutions to promulgate rules and resolutions that pertain to its government and affairs and protect the public health, safety, and welfares of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village have authority to enter into contracts that serve the Village's legitimate corporate purposes; and

WHEREAS, the corporate authorities of the Village previously exercised the Village's authority to contract and enter into a Labor Agreement (the "Agreement") with the Bradley Firefighters Association Local 4288 of the International Association of Firefighters AFL-CIO, CLC; and

WHEREAS, the Village and Union have agreed to certain modifications of the Agreement as more specifically reflected in the Memorandum of Understanding ("MOU"), which is attached hereto as Exhibit A; and

WHEREAS, the Corporate Authorities of the Village have determined that the terms, conditions, and provisions of the "MOU" are reasonable, and acceptable to the Village and entering into this Agreement is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Memorandum of Understanding, which is attached hereto as Exhibit A is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said Memorandum on behalf of the Village.

SECTION 3. The Village President is further authorized to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to enter into the Memorandum of Understanding.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent

jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 25 day of April, 2022.

TRUSTEES:

RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 25 day of April, 2022.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-04-22-07 **A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS AND BRADLEY FIREFIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, CLC,**” which was adopted by the Village Corporate Authorities at a meeting held on the 25 day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 25 day of April, 2022.



JULIE TAMBLING, VILLAGE CLERK

(SEAL)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by the Village of Bradley (“Employer”) and the Bradley Firefighters Association Local 4288 of the International Association of Firefighters AFL-CIO, CLC (“Union”), parties to the Collective Bargaining Agreement (“CBA”) in effect from May 1, 2020 to April 30, 2023.

WHEREAS, the Employer and the Union have agreed to certain modifications of the CBA in effect from May 1, 2020 to April 30, 2023.

WHEREAS, the Employer and the Union believe that the modifications to the CBA as set forth herein are in the best interest of the Parties and help advance labor relations.

NOW THEREFORE, the Parties hereto agree as follows:

1. The above recitals are incorporated herein as paragraph 1, and the Parties affirm that the construction of the MOU shall be guided thereby.

2. The following amendments are hereby made to the CBA:

i. Article VII, COMPENSATION, Section 7.1, Wages, shall be amended as follows:

Wage Schedule	Firefighter/Paramedic			
YEARS OF EXPERIENCE	5/1/22	5/1/23	5/1/24	5/1/25
Start	\$62,000	\$63,240	\$65,504.80	\$65,794.90
2 years	\$65,000	\$66,300	\$67,626.00	\$68,978.52
4 years	\$72,000	\$73,440	\$74,908.80	\$76,406.98
7 years	\$73,500	\$74,970	\$76,469.40	\$77,998.79
10 years	\$75,000	\$76,500	\$78,030.00	\$79,590.60
12 years	\$77,500	\$79,050	\$80,631.00	\$82,243.62

Wage Schedule	Lieutenants			
YEARS OF EXPERIENCE	5/1/22	5/1/23	5/1/24	5/1/25
0-5 years	\$75,000	\$76,500	\$78,030	\$79,590.60
5 years – above	\$79,000	\$80,500	\$82,030	\$83,590

Lieutenants with under five years of experience will receive an annual \$4,000 stipend. Lieutenants with over five years of experience will be paid an annual \$8,000 stipend.

A one-time hazard pay payment in the amount of \$3,000 shall be paid in the month of May of 2022, assuming ratification of this agreement has occurred.

- ii. Article VII, COMPENSATION, Section 7.1.2 – Favored Nations Clause is hereby deleted in its entirety.
- iii. Article XV, GENERAL PROVISIONS, Section 15.8 – Residency, shall be modified as follows:

15.8 RESIDENCY. Bargaining unit members will be required to have a primary residence within sixty (60) miles of the Village limits of Bradley.

- iv. Article XV, GENERAL PROVISIONS, Section 15.6 – Part-Time Personnel shall be modified as follows:

15.6 PAID ON CALL, PART-TIME, CONTRACTUAL PERSONNEL -- The Village of Bradley may use part-time and/or paid on call employees and/or contractors as a supplement to the regularly scheduled full-time bargaining unit members. Part-time, paid on call employees, and/or contractors shall not replace any full-time certificated employee in accordance with the Firefighter Substitute Act. (65 ILCS 5/10-1-14).

To maintain the safety of the bargaining unit employees, all part-time personnel, including contractors, covering a bargaining unit assignment, shall be certified through the office of the State Fire Marshall as a firefighter 2 and will be certified at minimum to EMS level of certification as a full-time person whose shift they are filling. Additionally, to cover a full-time shift assignment as engineer, part-time personal shall also be certified fire apparatus engineer through the office of the State Fire Marshall.

If regularly scheduled shift is left vacant due to vacation, injury, or illness and no full-time certified certificated firefighter is available to fill the vacant shift, after full-time certificated members have been offered the shift, the Village may offer the unfilled shift to current paid on-call and/or part-time personnel and/or contractors working for the Bradley Fire Department.

- v. Article XIII, BENEFITS, Section 13.5 Maintaining of Physical Fitness shall be modified as follows:

13.5 MAINTAINING OF PHYSICAL FITNESS The Village will allow bargaining unit members to work out on duty for a one-hour period. The Village

agrees to require an annual health exam for full-time employees meeting the NFPA 1582 standard through the Villages Occupational Health Clinic.

vi. Article XXII, DURATION, Section 22.1 Duration of Agreement shall be modified as follows:

22.1 DURATION OF AGREEMENT. This Agreement shall be effective as of the signing of this Agreement, and shall remain in full force and effect until April 30, 2025. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) nor more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days from the date of the notice and shall continue for a period of not less than forty-five (45) days. The resolution of any bargaining impasse shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

vii. Article 15.5 Promotions, The following language will be added to the CBA pertaining to the creation of the rank of Lieutenant and the promotional process for the rank of Lieutenant:

PROMOTIONAL PROCESS FOR LIEUTENANT

Promotional Test Components and Weights-Lieutenants

Candidates for promotion to the rank of Lieutenant shall be determined based on the following factors and weights:

Seniority 5%
Fire Chief's Merit Points 5%
Oral Examination 20%
Assessment Center 35%
Written Examination 35%

The examination points and assessment center points shall be awarded based upon objective job-related criteria and applied uniformly to all candidates. Such tests shall be administered, and

chief's points and seniority shall be calculated, after the administration of the written examination. All categories shall be completed before a total score is computed.

- (a) **Seniority.** Seniority points shall be awarded on the basis of 5 points per year up to 20 years of fulltime service (100 points maximum). Candidates will then be awarded 5% of their total seniority points to coincide with the 5% rating factor allotted for seniority.
- (b) **Fire Chief's Merit Points.** The Fire Chief will award merit points based on job-related criteria applied uniformly to all applicants. Examples of such criteria include, but are not limited to: leadership, teamwork, participation in specialized teams, service in public education, emergency scene performance, participation in departmental committees, ethics and values, and maturity.
- (c) **Oral Examination.** Oral examinations will be conducted in accordance with the Rules and Regulations of the Board of Fire and Police Commission.
- (d) **Assessment Center.** Candidates will be evaluated on job related skills, examples of which include, but are not limited to: Tactical exercise (Blue Card), problem employee/conflict resolution/written documentation, time management exercise, and writing exercise.

Written Examination. . The questions shall be specifically related to the duties regularly performed by Lieutenants, as applicable, within the District. All correct answers shall be specifically identifiable by page and line in the written materials from which the test questions are drawn. The candidate shall pass the written examination by achieving a score of seventy percent (70%) or greater.

Scoring and Posting of Examination Components

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, and the scores of all components shall be added to produce a total score based on a scale of one hundred (100) points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list. Applicants for promotion shall be advised of their individual scores from each section of the testing process by posting of the scores at each fire station.

Veteran Preference points shall be added to the total points scored in the preliminary promotion list as set forth in 65 ILCS 5/10-2.1-10, and final adjusted promotional list shall be created and posted as set forth in the Act.

Order of Promotional Selection

The promotional list shall rank candidates in the order of their overall composite scores, with the candidate with the highest point total ranking first. Whenever a new promotional rank is created or the District makes a formal determination that there is a vacancy in rank due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing

authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest person on the list. Unless the reasons for passing over the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in this agreement.

Right to Review

Any affected employee or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotional list, or veteran's preference may file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in Article IX of this agreement, subject to the following provisions:

- A. Any such grievance must be filed within five (5) calendar days of the date the final promotion list is posted.
- B. The grievance shall be limited to disputes relating to a claim that the Employer failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article X.
- C. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by an evaluator, interviewer, the Fire Chief or his designee as to any component of the test, other than the accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Maintenance of Promotional Lists

A final promotional list shall remain valid and unaltered for a period of three (3) years. The District shall take all of the necessary steps to ensure that the Board of Fire Commissioners maintains in effect current eligibility lists so that promotional vacancies are filled no later than 90 days after the occurrence of the approved vacancy, unless no list is in effect, then no later than 120 days after the vacancy.

3. This MOU represents a complete understanding between the parties and cannot be amended except in writing between the parties.


4. This MOU will be attached to, and made part of, the CBA.

This Memorandum of Understanding is effective immediately upon the execution by an authorized representative of the Union and upon execution after approval and passage by the Village of Bradley.

VILLAGE OF BRADLEY

BRADLEY FIREFIGHTERS
ASSOCIATION LOCAL 4288 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AFL-CIO, CLC

By: Mayor



By: President and/or Authorized
Representative