



AGENDA ITEM #8B

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
8/28/2023**

Item Title: Side Letter Agreement - International Association of Firefighters, Local 4051

Staff Contact: Mark Bozik, Fire Chief

CONSENT

VILLAGE BOARD ACTION:

Adopt a resolution approving and authorizing the execution of a side letter by and between the Village of Roselle and the International Association of Firefighters Local 4051.

Executive Summary:

The attached side letter agreement reflects the establishment of a search and rescue canine program and a specialty canine handler assignment. The collective bargaining agreement with IAFF does not address the terms and conditions of the canine handler assignment. The side letter agreement addresses responsibilities of all parties and all terms and conditions including rate of pay, overtime, certifications, veterinary care, and other conditions as part of the assignment.

Implications:

Is this item budgeted? No

Estimated cost: N/A

Any other implications to be considered? N/A

Strategic Priority:

Operational Sustainability

Attachments:

Resolution
Side Letter

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2023- _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A SIDE LETTER
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 4051**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 28th day of August, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A SIDE LETTER
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 4051**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into a contract with another party pursuant to Illinois Statute;

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/8-1-7, and the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq., the Village is authorized to enter into collective bargaining agreements;

WHEREAS, the Village and the International Association of Firefighters – Local 4051 (hereinafter referred to as the "Union") have undertaken good faith bargaining and negotiations to reach an understanding relative to the Village's Search and Rescue Canine Program (hereinafter referred to as the "Program") and the related terms and conditions of the canine handler;

WHEREAS, the Village and Union have reached an agreement pertaining to the terms and conditions of the canine handler;

WHEREAS, the Village and Union desire to memorialize the terms and conditions of their agreement in a memorandum of understanding; and

WHEREAS, the Corporate Authorities of the Village of Roselle deem it to be in the best interests of the health, welfare and safety of the residents of the Village to enter into a memorandum of understanding with the International Association of Firefighters – Local 4051 as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Side Letter

The Village hereby approves the Side Letter (hereinafter referred to as the “Side Letter”) substantially in the form attached hereto and made part hereof as Exhibit A.

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Side Letter substantially in the form of such memorandum of understanding attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Side Letter.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the memorandum of understanding, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the memorandum of understanding and of this resolution.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight – Publication Clause

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

| | YES | NO | ABSENT | ABSTAIN |
|------------------------------|-----|----|--------|---------|
| Tom Della Penna | | | | |
| Wayne D. Domke | | | | |
| Dena Forsythe | | | | |
| Cheryl Lenisa | | | | |
| Tom Piorkowski | | | | |
| Lee Trejo | | | | |
| David Pileski (if necessary) | | | | |
| TOTAL | | | | |

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 28th day of August, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman, hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING
 THE EXECUTION OF A SIDE LETTER BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND
 THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS - LOCAL 4051**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on August 28, 2023 and that the vote on the motion for adoption was as follows:

| | YES | NO | ABSENT | ABSTAIN |
|------------------------------|-----|----|--------|---------|
| Tom Della Penna | | | | |
| Wayne D. Domke | | | | |
| Dena Forsythe | | | | |
| Cheryl Lenisa | | | | |
| Tom Piorkowski | | | | |
| Lee Trejo | | | | |
| David Pileski (if necessary) | | | | |
| TOTAL | | | | |

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A
Side letter

DRAFT

**SIDE LETTER AND SECTION 7(g) AGREEMENT
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 4051 AND
THE VILLAGE OF ROSELLE**

WHEREAS, the Village of Roselle (hereinafter “Village”) and the Roselle Professional Firefighters Association Local 4051, IAFF (hereinafter “Union”) currently have an existing collective agreement (hereinafter “CBA”); and

WHEREAS, the Village is desirous of establishing a search and rescue canine program and a specialty canine handler assignment; and

WHEREAS, a search and rescue canine would be a beneficial resource to the Village and the surrounding region including within the West Suburban Fire Rescue Alliance (WSFRA) and the Search and Rescue Task Force (SRST) and will enhance local capabilities and Village participation within WSFRA and SRST; and

WHEREAS, the Village and Union have met and discussed the various aspects of a search and rescue canine program and specialty canine handler assignment; and

WHEREAS, the CBA does not address the terms and conditions of the canine handler assignment; and

WHEREAS, the Illinois Urban Search and Rescue Team (USAR) - Task Force 1 has an opening for a canine handler and supports the Village’s establishment of the specialty canine handler assignment; and

WHEREAS, the Village and Union have determined it is in their best interest to select Jennafir Reidle, who is currently employed by the Village as a full-time firefighter/paramedic, for the Village’s canine handler assignment; and

NOW, THEREFORE, the Village and Union agree to the following terms and conditions of the canine handler assignment for Jennafir Reidle (hereinafter “employee” or “handler”):

- (a) That all parties conform to the Canine Search and Rescue Team SOG attached with this agreement
- (b) That the Village enter into a Memorandum of Understanding (MOU) with MABAS – Illinois for participation with the USAR team.
- (c) That a 7(g) pay rate is established specifically as it relates to the canine handler assignment.
 - a. The pay rate outlined in the CBA for full-time employment is referred to as the “regular hourly rate” also known as the “straight time rate” in the collective bargaining agreement.
 - b. The 7(g) pay rate is referred to as the “basic hourly rate”.
 - c. The 7(g) basic hourly rate for the handler is two-thirds (2/3) the regular hourly rate paid to the employee for their full-time employment pursuant to the wage scale in the CBA.
- (d) That the Village will pay the handler overtime at the regular hourly rate for any required USAR training in accordance with the CBA and/or department policy. The Village may seek reimbursement for such overtime through MABAS – Illinois.

- (e) Any required SRST drills are the responsibility of the handler and not eligible for overtime compensation. The Village will make every attempt to allow the handler to attend training while on-duty if staffing is available.
- (f) In the event of a callout while on-duty, the handler will be allowed to respond if it doesn't negatively impact vehicle staffing or once a replacement arrives.
- (g) The handler will be paid overtime based on their regular hourly rate for travel to and from, as well as actual time spent, in the event of a callout while off-duty.
 - a. For USAR callouts, the Village may seek reimbursement from MABAS Illinois.
 - b. For SRST callouts, the Village assumes the responsibility of the overtime costs as a standard mutual aid request.
- (h) The handler shall be paid two (2) hours of overtime per pay period at the basic hourly rate for the care and maintenance of the canine while off duty as a full-time firefighter/paramedic.
- (i) The handler shall be paid at the rate of one and one-half (1½) the basic hourly rate for each overtime hour worked unless otherwise noted, paid in one-quarter hour increments.
- (j) Section 7.5 of the CBA titled "Holdover and Recall Rate" does not apply to the handler assignment and will be paid per side letter agreement.
- (k) Section 7.6 of the CBA titled "Compensatory Time" does not apply to the handler assignment and the handler shall not be eligible for compensatory time paid off in lieu of receiving paid overtime for any handler assignment related duties.
- (l) The handler shall not be compensated for being on-call or for pager time.
- (m) The Village agrees to pay for required canine certifications/recertifications as needed to remain on the USAR and SRST teams.
- (n) Veterinary care is the responsibility of MABAS – Illinois or the handler.
- (o) Food, crates, training equipment/toys, collars, leashes, and other associated equipment are the responsibility of the handler.
 - a. Donations of the above items from businesses, residents, service groups, etc. may be accepted by the handler. The handler shall report items donated to the Fire Chief within 24 hours of receiving donation. Information shall include name of the donator, item(s) donated, and the value of the donation.
 - b. The handler shall not accept any cash or other monetary donations. Such donations shall be directed to the Fire Chief for deposit with the Village to cover canine expenses.
- (p) The handler will be allowed to utilize a Village vehicle, if available, to attend trainings and to respond to callouts. This vehicle is not assigned to the handler. If a Village vehicle is not available, the handler will utilize their own vehicle and the Village will reimburse mileage at the IRS reimbursement rate.
- (q) The canine is the property of the handler and remains the property of handler during this agreement and after this agreement expires.
- (r) The Village agrees to swear in the canine as a member of the fire department.
- (s) All remaining terms and conditions of the CBA shall remain unchanged and the CBA, as amended by this Side Letter, shall remain in full force and effect except as set forth herein.

- (t) If the employee is unable to perform their full-time duties as a paramedic/firefighter, the Village may suspend this agreement and any pay as it relates to the handler assignment during the time the employee is unable to work. Furthermore, during the time the employee is unable to perform their full-time duties, the employee will not participate in any required handler assignment duties including but not limited to training and call outs unless an agreement is reached between the Village and employee. The Village and employee agree to engage in an interactive process to determine if any handler assigned duties can be accommodated during any period of time that the employee is unable to perform their full-time duties as a paramedic/firefighter. No accommodation will be considered if the employee is unable to fulfill their duties as a full-time paramedic/firefighter because of a disciplinary action.

This Side Letter is entered into on a one-time, non-precedential basis, and cannot be relied upon or used as evidence of the status quo between the Union and Village for any reason, including, but not limited to, negotiations and interest arbitration. The Village in its sole discretion may suspend and/or terminate this Side Letter Agreement with written notice to the Union.

Executed the ___ day of August 2023 after ratification by the Union's membership and after receiving approval by the Village Corporate Authorities:

Village of Roselle:

**Roselle Professional
Firefighter's Association,
Local 4051:**

David Pileski, Mayor

Jennafir Reidle

Craig Whitney, President

Amanda Hausman, Village Clerk

Tim Dopita, Vice President