# THE VILLAGE OF HOMEWOOD

### MEMORANDUM OF AGREEMENT



This Memorandum of Agreement (hereinafter, the "Agreement") is made this 22nd day of November, 2022, by and between the VILLAGE OF HOMEWOOD, ILLINOIS (hereinafter "Village") and HOMEWOOD PROFESSIONAL FIREFIGHTERS, LOCAL 3656, IAFF, AFL-CIO (hereinafter "Union"), collectively the "Parties". The Parties agree as follows:

- 1. <u>CBA</u>. The Village and the Union are parties to a collective bargaining agreement covering the period from May 1, 2021 through and including April 30, 2026 (the "CBA"). Except as expressly provided below, the CBA shall remain in full force and effect through April 30, 2026.
- 2. <u>Wage Scales</u>. Appendix II of the CBA includes a pay scale for employees covered by the CBA and it includes across the board increases that are effective on the dates indicated in the CBA (the "Wage Scale").
- **3.** <u>Non-Precedent Wage Increases.</u> For the reasons previously shared with the Union by the Village Manager, the Village made a business decision to increase the amount of the wage increases that are referenced in the Wage Scale of the CBA and provided to eligible employees for the following dates only:
  - a. Effective May 1, 2022 through April 30, 2023: The across the board increase will be changed from "2.25%" to "2.75%"; and,
  - b. Effective May 1, 2023 through April 30, 2024: The across the board increase will remain unchanged at "3.00%."
  - c. Effective May 1, 2024 through April 30, 2025: The across the board increase will be changed from "2.25%" to "3.00%."
  - d. Current COLAs established for Year 5 of the CBA (5/1/2025 to 4/30/2026) are not impacted by this MOU.
- 4. The Parties agree the increased amount of annual wage increases referenced in Section 3 of this MOU will be incorporated into the CBA at Appendix II and will replace the existing amounts indicated for the fiscal years indicated. This change is made on a non-precedent setting basis.
- 5. Any payment available to eligible employees pursuant to the terms of this CBA will be made on a retroactive basis, if applicable (the "Retroactive Payment"). The across-the-board wage increases effective May 1, 2022 will be paid on a retroactive basis to all employees who are actively employed as of the date of ratification of this Agreement by the Village Board. It is understood that no Retroactive Payment will be earned or owed to any current or prior employee covered by the CBA who is not actively employed by the Village on the date of execution of this MOU by an authorized representative of the Village.
- 6. The Retroactive Payment referenced in this MOU will be provided to eligible employees within a reasonable period after this MOU is executed by authorized representatives of the Village and the Union. It is understood that any amounts received by an eligible employee pursuant to this MOU will be subject to the Village's normal payroll practices and subject to legally required and authorized payroll deductions.
- 7. **Miscellaneous Provisions:** The Parties also agree to the following material terms of this MOU:
  - a. The terms of this MOU are entered into on a non-precedent setting basis.



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- b. This MOU will not be introduced by the Union against the Village in any other matter, interest arbitration, mediation, or legal proceeding, except as necessary to enforce the terms of this MOU.
- c. Nothing construed in this MOU shall be construed as an admission or acknowledgement by either the Union or the Village that there was any wrongdoing, violation of any law or CBA by either Party.
- d. This MOU will be construed as if drafted by both Parties and not in favor or against any one Party regardless of the drafters.
- e. The individuals who sign this MOU represent that they are authorized to bind their respective Party.
- f. The Union and the Village acknowledge and agree that they have freely and voluntarily entered into these terms.
- g. The Village's non-precedent decision to provide the wage increases pursuant to this MOU shall not be considered status quo or a binding obligation of the Village in any bargaining or arbitration related to the terms of a successor CBA that may be negotiated between the Parties in the future.
- 7. The Parties agree and acknowledge that there is nothing in this MOU that will require the Village to provide any further wage adjustments to the employees covered by the CBA in any period after April 30, 2025.

# HOMEWOOD PROFESSIONAL FIREFIGHTERS LOCAL 3656, IAFF, AFL-CIO

## VILLAGE OF HOMEWOOD, ILLINOIS

By:Union President	By:
Date:	Date:
By:Union Vice President	Attest: Marilyn Thomas, Village Clerk
Date:	Date:
By:Union Secretary/Treasurer	_
Date:	<u> </u>