

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is hereby made and entered into by and between the International Association of Fire Fighters Local 3445 (hereinafter “the Union”), and the City of Rochelle, IL (hereinafter “the City”), (collectively hereinafter “the Parties”). The Parties are signatories to a Collective Bargaining Agreement (“CBA”), effective May 1, 2023, through April 30, 2027. The Parties agree as follows:

WHEREAS, to increase staffing in the Fire Department, during negotiations for the CBA the Parties agreed to certain conditions contained in Article 12 of the CBA; and

WHEREAS, the City met the hiring deadline imposed on it by 12(a)(1) before the original deadline of January 1, 2024, and, therefore, minimum staffing per shift has been adjusted accordingly; and

WHEREAS, the parties have an ongoing disagreement regarding the filling of certain vacancies following the hiring and training of the additional staff identified in Article 12(a)(2); and

WHEREAS, the City has added the rank of Captain to the Fire Department staffing model such that certain statements in the CBA related to numbers of Firefighters/Paramedics are no longer valid; and

WHEREAS, the Parties have an opportunity to lessen the impact of the staffing vacancies by returning a former fully certified Firefighter to employment with the City; and

WHEREAS, both Parties desire to solve problems and work in a mutually beneficial manner; and

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Vanvickle shall be reclassified from a separation of service to an unpaid leave of absence. However, the parties agree that FF/PM Vanvickle did not accrue seniority during his unpaid leave of absence.

2. The parties agree to modify Section 12.3 by as follows:

Section 12.3

a. The City of Rochelle shall determine the staffing requirements for each shift. The City has made an administrative decision to maintain ~~4 full-time certificated staff members, comprised of three (3) full-time firefighters and one (1) lieutenant,~~ six (6) full-time certificated staff members, comprised of four (4) full-time firefighters, one (1) lieutenant (or Acting Lieutenant), and one (1) Captain, per shift.

1. ~~The City shall make its best efforts to hire three (3) new hires as soon as possible but no later than by January 1, 2024 (i.e. twelve (12) FF/PMs). New hires attending Basic Operations Firefighter and/or Paramedic training will not count as a vacancy for shifts under 12.3(c). When the new hire per shift has completed BOF training, the minimum staffing on that shift identified will increase from 4 to 5. When all three (3) new hires have completed BOF training, the minimum staffing will increase from 4 to 5 which will occur no later than June 1, 2024. Those employees who have been hired as of the date of the execution of this agreement who have not attended Basic Operations Firefighter and/or Paramedic training will not count as a vacancy when at class or during clinicals for shifts under 12.3(c) until the employee has successfully completed said training.~~

2. ~~The City will agree to make its best efforts to hire three (3) additional hires (i.e. fifteen (15) FF/PMs) as soon as feasible, but in any event, this will occur no later than January 1, 2026. When all six (6) new hires have completed BOF training, the minimum staffing identified above will be maintained at five full-time, sworn certificated firefighter/paramedics. When all the employees scheduled to graduate BOF on March 7, 2025 have successfully completed the BOF training, and the employee identified in Paragraph 1 above is hired, or an additional employee is hired from the Eligibility Register, the minimum staffing will be maintained at four (4) full-time, sworn certificated firefighter/paramedics, one (1) lieutenant (or Acting Lt.), and one (1) Captain. However, the sixth position may be filled first with a POC or at the Chief's discretion by an additional sworn, certificated firefighter/paramedic.~~

c. As a variance made pursuant to the Substitutes Act, (65 ILCS 5/10-2/1-4), non-certificated P.O.C. employees may be substituted for full-time certificated firefighters subject to the following conditions:

1. All vacancies in the 1st and 2nd slots greater than four (4) hours shall be filled according to this section. The Parties agree that minimum staffing on each shift is five certificated employees, subject to Section 12(c)2 below.

2. ~~(a)~~ The earliest approved (first) vacancy may be filled with a Paid-On-Call firefighter ("sleeper") who meets the minimum training standards specified below. If no qualified P.O.C. is available, the vacancy will be filled by a certificated full-time firefighter according to the rotation system.

~~(b)After execution of this Agreement and once the City has hired three (3) additional full time firefighter as referenced in Section 12.3(a)(1), the second vacancy may be filled with a Paid On Call firefighter ("sleeper") who meets the minimum training standards specified below. If no qualified P.O.C. is available, the vacancy will be filled by a certificated full time firefighter according to the rotation system. This subsection shall sunset upon the hiring of the sixth new full time firefighter or January 1, 2026, whichever occurs first.~~

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3. The parties agree to file a Joint Unit Clarification petition to add the rank of Lieutenant to the bargaining unit.

4. The parties agree to modify Section 1.2 as follows:

Section 1.2. The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

Included: All full-time fire fighters and Lieutenants of the City of Rochelle Fire Department, including probationary firefighters.

Excluded: ~~Lieutenants~~ Captains, chief, clerical employees, supervisory, managerial or confidential employees and all other employees of the City of Rochelle.

5. The Union will withdraw the grievance filed on 12/21/2024.

AGREED:

City of Rochelle, IL

IAFF, Local 3445

Jeff Fiegenschuh
City Manager

Curt Helgren
President, Local 3445

Date

Date