

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT  
EFFECTIVE MAY 1, 2019 THROUGH APRIL 30, 2022**

This Addendum to the Collective Bargaining Agreement, effective May 1, 2019 through April 30, 2022 (“CBA”) is made this \_\_\_\_ day of November by and between Village of Romeoville (“Village”) and Romeoville Professional Fire Fighters Union, IAFF Local #4237 (“Union”), collectively, “the Parties”.

**WHEREAS** Article XIV of the CBA contains the Parties’ agreement concerning vacancies and promotions for the rank of Battalion Chief;

**WHEREAS** the Village desires to create an appointed Administrative Battalion Chief/Deputy Fire Marshall position that is purely administrative in nature with a primary focus of fire prevention duties;

**WHEREAS** this appointed Administrative Battalion Chief/Deputy Fire Marshall position shall be in addition to the Village’s current complement of Battalion Chiefs, and the person holding this appointed position shall not count toward daily shift staffing;

**WHEREAS** the Parties recognize that the rank of Battalion Chief is a tested position, and that allowing the Village to appoint an Administrative Battalion Chief/Deputy Fire Marshall is a waiver of the Union’s and employees’ statutory rights under the Fire Department Promotion Act, 50 ILCS 742/5 (“Act”);

**WHEREAS** as a sign of good faith bargaining, and in an effort to foster positive labor management relations, the Union is willing to work with the Village to permit this limited statutory waiver; and

**WHEREAS** the Parties desire to amicably resolve this matter and avoid the costs and delays associated with litigation.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The Parties agree that the Village can create an appointed position of Administrative Battalion Chief/Deputy Fire Marshall, and that the person duly appointed shall hold the rank of Battalion Chief. This position shall be administrative in nature. Furthermore, the Administrative Battalion Chief/Deputy Fire Marshall shall have no authority to supervise bargaining unit employees in the performance of any non-fire prevention related duties or discipline bargaining unit employees, nor shall the person holding this position be responsible for processing grievances. Finally, the Administrative Battalion Chief/Deputy Fire Marshall shall not be used to fill overtime for daily Battalion Chief vacancies, and shall not count towards daily shift staffing.

2. The Village shall have the right to establish the criteria and qualifications for the Administrative Battalion Chief/Deputy Fire Marshall, and may appoint an individual to fill the position at the Village's discretion. Nothing in this Addendum shall be construed so as to require the Village to continue to fund or authorize the Administrative Battalion Chief/Deputy Fire Marshall position, and such position shall not be included in the bargaining unit.

3. The Parties recognize that, because the rank of Battalion Chief is a tested position under the Act and CBA, this Addendum constitutes a waiver of the right of an eligible bargaining unit employee from the rank below to be promoted to the position of Administrative Battalion Chief/Deputy Fire Marshall. However, such waiver is expressly limited, and applies only to William Sterling for as long as he holds the position of Administrative Battalion Chief/Deputy Fire Marshall. Once Sterling vacates, or is otherwise removed from, such position, this Addendum shall immediately expire, and be of no further force and effect. Furthermore, this Addendum is non-precedent setting and cannot be relied upon, or used as evidence of the status

quo, by either party for any purpose in the future, including negotiations and interest arbitration proceedings, except to enforce its terms.

4. Each of the signatories hereto represents that this Addendum was ratified by their respective voting bodies, and that he has full authority to enter into this Addendum and bind the party.

**EACH PARTY EXECUTING THIS AGREEMENT STIPULATES THAT IT HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT.**

Romeoville Professional Fire Fighters,  
IAFF Local #4237

Village of Romeoville

By: \_\_\_\_\_

Brian Johnson, President

Dated: November 6<sup>th</sup>, 2020

By: \_\_\_\_\_

Kent Adams, Fire Chief

Dated: November 18, 2020