

Side Letter of Agreement
7(g) Work Assignments and Compensation

WHEREAS, the Village of Villa Park (“Village”) currently employs a civilian inspector; and

WHEREAS, the Village desires to enhance its inspectional services program; and

WHEREAS, the Villa Park Professional Firefighters Association, Local 2392 (“Union”) represents all full-time personnel in the rank of Lieutenant and below in the Village’s Fire Department; and

WHEREAS, the Village and the Union seek to allow bargaining unit employees to perform voluntary non-firefighting, off-duty, part time fire inspection work according to the terms discussed herein.

WHEREAS, the other bargaining unit employees represented by the Union will not perform fire inspections as part of their normal duties; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The parties agree that the Village may offer work as Part-Time Fire Inspectors (hereafter referred to as “7(g) Work”) to bargaining unit employees at overtime rates less than the rates established for regular work normally performed by bargaining unit employees as Firefighters and Lieutenants. The Village may continue to have fire inspections performed by non-bargaining unit members, other Village employees or outside contractors.
2. Bargaining unit employees who are interested in working as a Part-Time Fire Inspector will be required to submit a letter to the Fire Chief or his designee and meet the *Necessary Special Requirements* as outlined in the Part-Time Fire Inspector Job Description. All fire inspection assignments will be made at the discretion of the Fire Chief or his designee. Likewise, the Fire Chief or his designee will decide at his or her discretion when to terminate the bargaining unit employee’s role as a Part-Time Fire Inspector for a bona fide reason, as determined by the Fire Chief.
3. Under direction of the Fire Chief or his designee, the Part-Time Fire Inspector performs technical and specialized inspections of educational, commercial, industrial, and multiple-family apartment buildings to ensure compliance with all applicable fire and life-safety codes as amended and adopted by reference in the Village of Villa Park Municipal Code.
4. All assigned work shall be between the hours of 7:00am and 5:00pm Monday through Friday, with observance of Village adopted holidays, unless an employee and the Fire Chief or designee mutually agree to an alternative schedule for a bona fide reason.
5. In accordance with FLSA 7(g) bargaining unit employees who are selected for the position and perform work as a Part-Time Fire Inspector will be paid at a straight time rate of \$22.50 and will be paid an overtime rate of \$33.75 for all hours worked in their secondary duty as Fire Inspectors. This rate shall be amended from year to year based on cost of living raises for non-union Village employees as approved by the Village Board.

EXHIBIT A

APPENDIX G - FLSA 7(g)(2) Agreement – Fire Inspector Work

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the Village of Villa Park (“Employer”), and _____ (“Employee”), as permitted by Section 14.07 of the Collective Bargaining Agreement between the Employer and the Villa Park Professional Firefighters Association, Local 2392 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by the Employer in a bargaining unit position. In that position, Employee is paid at a regular and bona fide rate pursuant to Articles V and XIV of the Collective Bargaining Agreement between the Employer and Union.
2. At times, Employee may also perform assignments for the Employer as a Part Time Fire Inspector. Work performed as a Part Time Fire Inspector shall be considered the employee’s secondary duties. In accordance with FLSA Section 7(g) and pursuant to Section 14.07 of the Collective Bargaining Agreement, the parties agree that the Employee’s straight time rate of pay in secondary work as a Part Time Fire Inspector shall be \$22.50 per hour.
3. The parties agree that any overtime hours spent by Employee in performing the duties of the position in Paragraph 1 of this Agreement, which shall be considered the Employee’s primary duties, will be paid at one and a half times the rate referenced in Paragraph 1 of this agreement.
4. In accordance with FLSA Section 7(g), the parties agree that any overtime hours spent by Employee performing the assignments in Paragraph 2 of this Agreement will be paid at one and one-half (1.5) times the rate referenced in Paragraph 2 of this Agreement, or \$33.75 per hour. Lastly, the parties understand and agree that all work performed as a Part Time Fire Inspector that falls outside of Employee’s normal work schedule will be considered “overtime” work under the terms of the parties’ collective bargaining agreement, and all such hours worked as a Part Time Fire Inspector will be paid at the overtime rate described in this paragraph.

Agreed:

Employer: _____

Title: _____ Date: _____

Employee: _____

Rank: _____ Date: _____

EXHIBIT B

Section 14.07 Part-Time 7(g) Fire Inspector

Provided an employee meets the qualifications and has voluntarily signed Appendix G - *FLSA 7(g)(2) Agreement – Fire Inspector Work*, the Village, at its discretion may hire back bargaining unit members in a, non-firefighting, off-duty assignment as Part-Time Fire Inspector. Employees shall be compensated at overtime rates less than the rates established for regular work normally performed by bargaining unit employees. In the event that a fire or emergency call occurs at a time when a bargaining unit employee is performing Part-Time Fire Inspector duties, the employee may be recalled to a regular duty assignment, or may be used on a temporary basis as a hireback. In such circumstances, upon reporting for regular duty, the 7(g) rate of pay shall be suspended and the employee shall be paid overtime based upon the employee's regular hourly rate of pay. If a conflict arises between the employee's primary duty as a Firefighter or Lieutenant and his or her secondary duty as a Part-Time Fire Inspector, it will be their responsibility to find a replacement.

Work as a Part-Time Fire Inspector shall be outside an employee's normal duty schedule and shall be considered secondary employment. All assigned work shall be between the hours of 7:00am and 5:00pm Monday through Friday, with observance of Village adopted holidays, unless an employee and Fire Chief or designee mutually agree to an alternative schedule for a bona fide reason. The normal hourly rate for such work shall be \$22.50 per hour. All hours worked in this position shall be paid at an overtime rate of one and one-half (1.5) times the normal hourly rate specified in this section. This amount shall be amended from year to year based on cost of living raises for non-union Village employees as approved by the Village Board.

6. All hours worked by bargaining unit employees as a Part-Time Fire Inspector will be outside the employee's normal duty schedule. In the event that a fire or emergency call occurs at a time when a bargaining unit employee is performing Part-Time Fire Inspector duties, the employee may be recalled to a regular duty assignment, or may be used on a temporary basis as a hireback. In such circumstances, upon reporting for regular duty, the 7(g) rate of pay shall be suspended and the employee shall be paid overtime based upon the employee's regular hourly rate of pay. If a conflict arises between the employee's primary duty as a Firefighter or Lieutenant and his or her secondary duty as a Part-Time Fire Inspector (e.g., fire department voluntary overtime assignments, etc.), it will be their responsibility to find a replacement.
7. Prior to the performance of the 7(g) Work described in this Side Letter, each employee is required to sign a copy of the 7(g) Agreement that is attached hereto as Exhibit A. If an employee does not sign the 7(g) Agreement, the employee will not be allowed to work as a Part-Time Fire Inspector.
8. Nothing in this agreement shall be deemed a guarantee of 7(g) Work for bargaining unit personnel, or otherwise require the Village to offer 7(g) Work to any bargaining unit employee.
9. The Village and the Union agree to incorporate Exhibit B as Section 14.07 and Exhibit A as Appendix G in to the collective bargaining agreement at the next revision.

AGREED:

Village of Villa Park, Illinois

IAFF Local 2392

By: _____



By: _____



Date: _____

3 September 2024

Date: _____

9/3/24