

MEMORANDUM OF UNDERSTANDING BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 50 (PEORIA PROF. FFs)
AND
THE CITY OF PEORIA

This Memorandum of Understanding (hereinafter "MOU") is hereby made and entered into by and between the International Association of Fire Fighters Local 50 (hereinafter the "Union") and the City of Peoria (hereinafter the "City"). The purpose of this MOU is to memorialize the Union and the City's negotiations and agreements on by Section 23.2 of the Collective Bargaining Agreement on staffing for jump crews.

RECITATIONS:

1. The City and the Union are parties to a Collective Bargaining Agreement, dated January 1, 2022, through December 31, 2025 (the "CBA").

2. Section 23.2 of the CBA states:

SECTION 23.2 - FIRE SUPPRESSION UNIT STRENGTH: All Department vehicles that are in service, except Battalion Chief vehicles shall be staffed with a minimum of three (3) employees at all times which shall include one (1) Captain, one (1) Engineer, and one (1) Firefighter.

Both Battalion Chief vehicles shall be staffed at all times by officers within that rank or by personnel acting in that rank with a minimum of one (1) Battalion Chief on duty at all times.

At no time, while in service, shall Marine 1 be staffed with fewer than three (3) Fire Suppression personnel. Marine 1 may be operated with a "jump crew" from whatever apparatus is dispatched on the call. This shall not be interpreted to prevent the Fire Chief from assigning Marine 1 to Special Duty details in which it would be staffed from the Special Hire Book.

In the event the City decides to put into service apparatus not mentioned above (e.g. "squirts"), the City will reasonably notify the Union, and bargain upon request concerning the appropriate manning levels for such apparatus to the extent required by law.

For the purpose of this Section, the rank allocation shall be interpreted to include persons within that rank or employees acting in the capacity of that rank, except as noted above.

3. On November 1st, 2022, the city notified the Union of its plans to put Rescue Squad 1 ("R-1") into service as of January 1, 2023.

4. On December 13th, 2022, the city and the Union bargained pursuant to Section 23.2 on the staffing levels for R-1 and came to an agreement.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED TO BETWEEN THE PARTIES, AS FOLLOWS:

I. Jump Crew for R-1.

a.) Effective January 1, 2023, the City of Peoria shall place Rescue Squad 1 ("R-1") back into service on days when there is a minimum of two (2) firefighters over the minimum personnel needed to staff all apparatus for the shift.

b.) If R-1 is in service on a day when there is not a minimum of two (2) firefighters over the minimum personnel needed to staff all apparatus for the shift, Engine 11 may act as a jump crew for R-1.

c.) However, R-1 shall be placed into service in the following fashion: a). On shift days with a minimum of "2" over the minimum on personnel count for the given day, those members shall be placed onto R-1.

b). On shift days where there is not a minimum of "2" over the minimum on personnel count for the given day, then Engine 11 shall be a jump crew for R-1.

d.) It is mutually agreed by IAFF Local 50 and the City of Peoria, that anytime there are (2) personnel on R-1, they shall not respond solely to an EMS call.

e.) It is mutually agreed by IAFF Local 50 and the City of Peoria, that the crew of E-3 will be a jump crew for pre-selected high-rise fire calls only for Truck 3.

f.) It is mutually agreed by IAFF Local 50 and the City of Peoria, to review this procedure in 90 days and make adjustments if needed.

g.) It is mutually agreed by IAFF Local 50 and the City of Peoria, that IAFF Local 50 reserves the right to discontinue the minimum of "2" over staffing of R-1 at any time during this agreement.

II. No Grievance. The Union shall not file any grievance pursuant to this CBA that could result from the staffing of R-1 during the term of the current CBA.

III. Severability. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this agreement shall not be affected and shall be given full force and effect.

IV. Effective Date. This Memorandum of Understanding will take effect upon the signature of the Union and the City.

V. That while this is a fully enforceable Memorandum of Agreement between the parties, it shall be understood that this is non-precedential and that neither party may use this as a status quo position in any successor collective bargaining agreement negotiations and that neither party may introduce this Memorandum of Agreement in any future legal proceeding including, but not limited to, Interest Arbitration proceedings.

Josh Martin

12/14/22

Josh Martin, President

Date

IAFF-AFFI Local 50

Shawn Sollberger

12-14-22

Shawn Sollberger, Fire Chief

Date

City of Peoria