

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

This Memorandum of Understanding 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).

RECITATIONS:

1. The City and the Union are currently parties to a Collective Bargaining Agreement dated January 1, 2017 through December 31, 2021.
2. In late 2019 COVID-19 became a global pandemic, causing the City to suffer a severe decline in revenue.
3. On April 15, 2020 the City issued Notice to the Union pursuant to Section 9.7 (Layoff and Recall) of the Collective Bargaining Agreement. The Notice indicated that due to the financial impacts from the pandemic, operational cuts would be needed, but the City had not yet planned a firm layoff date.
4. On April 16, 2020, the Union notified the City of their demand to bargain and to discuss possible alternatives to layoffs.
5. The parties met on May 7, 2020 to discuss the impact of the financial crisis caused by the pandemic and proposals that could avoid layoffs.
6. On May 13, 2020, the Union was given an update on the City's plan to reduce \$10,000,000 from the City's operating expenses, as well as capital reductions, debt restructuring and short-term borrowing. The Union was notified that a \$10,000,000 operating reduction would result in a work force reduction of 94 full-time equivalents. The Union was provided with additional budget information and the current seniority list.

7. The parties met on May 21, 2020 to again discuss the financial impacts of the pandemic, the direction given by the City Council and proposals that could avoid layoffs.
8. On May 22, 2020, the Union formally requested the City explore the idea of a Voluntary Separation Incentive for the Fire Department as an alternative to layoffs.
9. On August 25, 2020 the City Council voted to offer a Voluntary Separation Incentive to eligible members of the Fire Department.
10. Some members of the Fire Department elected (and members can continue to elect until October 15, 2020) to accept the Voluntary Separation Incentive.
11. While the Voluntary Separation Incentive will prevent some layoffs, it was not widely accepted enough to prevent all layoffs within the Fire Department.
12. On September 1, 2020 the City of Peoria City Council voted to shut down two (2) Fire Department Engines.
13. On September 2, 2020 the Union notified the City of their immediate demand to bargain over the impacts and effects of the September 1, 2020 City Council vote.
14. As a result of various discussions and negotiations between the parties, the Union and the City have reached an agreement on pending litigation and operations at the Fire Department through March 31, 2021.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

I. Settlement of Pending Litigation.

- a. The City shall immediately withdraw its appeal in Case No. 3-19-0519 presently pending before the Illinois 3rd Dist. Appellate Court, with prejudice.
- b. Upon the City's withdrawal of the above case, the Union shall then notify the Illinois Labor Relations Board within two (2) business days that it has settled the matter with the City and is withdrawing matter S-CA-18-160, with prejudice, along with any claim for damages or relief based upon the unfair labor practice charge S-CA-18-160.
- c. Upon the execution of this Memorandum, the Union and any and all representatives, members, agents, assigns, successors and predecessors-in-interest hereby release and forever discharge the City and all of its representatives, officers, directors, employees, agents, elected officials, assigns, insurers, successors and predecessors-in-interest from any and all liability, claims, demands, actions, causes of action or suits for any monetary damages, costs, attorneys' fees and compensation whatsoever, whether known or unknown, direct or indirect, derivative or non-derivative, for injuries arising

out of allegations asserted, or which could have been asserted related to the claims in the aforementioned case filed with the Labor Board (Case S-CA-18-160), in an action up to and including the effective date of this Memorandum, except for claims and demands relating to the enforcement of this Memorandum and/or breach of this Memorandum. Upon the execution of this Memorandum, the City and all of its representatives, officers, directors, employees, agents, elected officials, assigns, insurers, successors and predecessors-in-interest forever discharge the Union and any and all representatives, members, agents, assigns, successors and predecessors-in-interest from any and all liability, claims, demands, action, causes of action, or suits for money damages, costs, attorney fees, and compensation whatsoever whether known or unknown, derivative or non-derivative, for injuries arising out of allegations asserted, or which could have been asserted, related to the claims in the aforementioned case filed with the Labor Board (Case S-CA-18-160), in an action up to and including the effective date of this Memorandum, except for any claims and demands relating to the enforcement of this Memorandum and/or breach of this Memorandum.

- d. Each side shall be responsible for their own attorney's fees and costs in conjunction with this legal matter.

II. Operations Effective October 1, 2020 through March 31, 2021.

- a. Effective October 1, 2020 through March 31, 2021, Fire Suppression Unit Strength will be as follows:
 - i. Ten (10) Engine Companies each staffed with a minimum of one (1) Captain, one (1) Engineer and one (1) Firefighter.
 - ii. Four (4) Truck Companies each staffed with a minimum of one (1) Captain, one (1) Engineer and one (1) Firefighter.
 - iii. Two (2) Battalion Chiefs.
 - iv. Therefore, each shift of the Peoria Fire Department shall consist of forty-four (44) bargaining unit members as delineated above.
 - v. If at any time during, or before, the daily shift the number of bargaining unit members falls below the forty-four (44) number above, the City shall call for overtime pursuant to the CBA in order to maintain the above minimum daily staffing levels.
 - vi. Bargaining unit members acting in the capacity of that rank shall count towards the minimum daily staffing requirement consistent with the status quo language and past practice of Section 23.2.
 - vii. There shall be no layoffs of bargaining unit members between October 1, 2020 and March 31, 2021.
 - viii. Both parties agree to good faith efforts to maintain this staffing beyond the April 1, 2021 expiration date should economic conditions allow.

- ix. These items (i through ix) shall be a fully enforceable and grievable provision of the current Collective Bargaining Agreement between the parties through April 1, 2021. However, it is understood that nothing in this agreement is intended to permanently replace any current contract language, unless specifically agreed to, in writing, by both parties. With respect to the closure of the second machine (voted upon by the City Council on 9.1.20), it is understood that the Union and the City has not waived any right to grieve any provision under the C.B.A. (including, but not limited to, layoffs and reorganizations of the Fire Department) and/or demand to bargain over the impacts and effects of such a machine closure if the employer decides to close the second machine in the future. The parties agree that keeping the second machine open is in exchange for the Union and Employer settling the aforementioned unfair labor practice.

III. Additional Provisions.

- a. Scope of the Agreement. The City and the Union agree that the minimum daily staffing levels outlined in II(b) above will be maintained through March 31, 2021.
- b. 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.
- c. Costs and Fees. Each party shall be responsible for their own attorney's fees and costs in relation to this settlement agreement and the withdrawal of the Unfair Labor Practice between the parties.
- e. Effective Date. This Memorandum of Understanding will take effect upon the signature of the Union and the City.



Steven M. Stecher, Vice President
IAFF-AFFI Local 50

10/15/2020
Date



Jim Ardis, Mayor
City of Peoria

10/14/20
Date