

RESOLUTION NO. 2014-10-057R

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1147
(Term of July 1, 2013, through June 30, 2016)**

WHEREAS, the duly authorized representatives of the City of Urbana in good faith have negotiated a three-year collective bargaining agreement ("Agreement") with the International Association of Firefighters ("IAFF"), Local 1174, concerning wages, hours, terms, and other conditions of employment for the term of July 1, 2013, through June 30, 2016; and

WHEREAS, the Agreement has been lawfully and properly ratified by the membership of IAFF, Local 1147; and

WHEREAS, the City Council finds that the best interests of the City are served by executing the Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The collective bargaining agreement between the City of Urbana and the International Association of Firefighters, Local 1147, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to, said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The City Clerk shall transmit a certified copy of this Resolution to Steven Doggett, President, International Association of Firefighters, Local 1147.

Section 4.

The City Council authorizes disbursement of all necessary retroactive pay as provided in the collective bargaining agreement.

PASSED by the City Council this ____ day of _____, 2014.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 2014.

Laurel Lunt Prussing, Mayor

**CITY OF URBANA
AND
IAFF LOCAL 1147**

**Tentative Agreement
Contract Negotiation
2013- 2016 Labor Contract**

Section 6.3 Specialty Training Flex Schedule

Employees that are assigned to a 55.08 hour work schedule may be moved to a flex schedule to accommodate specialty training classes. The Specialty Training Flex Schedule will consist of the following:
If the class starts the day following a duty shift, the employee will be allowed off at 7:00 PM on that duty shift.
If the class ends the day before a duty shift, the employee will not be required to return to shift until 7:00 PM on that duty shift.
The employee will not return to their duty shift on the days they are in the specialty class.

Section 6.3 Specialty Training Flex Schedule

Employees will receive overtime compensation in accordance with Section 6.3 of this agreement.
Employees may be moved to the Specialty Training Flex Schedule if the class that the employee is attending is deemed to be extremely strenuous and therefore may cause safety concerns if an employee returns to duty after class.
Employees must be given a minimum of 48 hours advanced notice prior to being placed on the Specialty Training Flex Schedule.
The Fire Chief or his/her designee shall maintain Management's Right to place employees on the Specialty Training Flex Schedule for the purpose of attending specialty training classes as defined in Section 6.3, Specialty Pay.
The Fire Chief or his/her designee may also grant an Employee's request to be placed on the Specialty Training Flex Schedule for the purpose of attending other UFD appropriate training classes as mutually agreed up by the Employee and the Fire Chief.

Section 6.6 Exchanging tours of duty

The Fire Chief or his/her designee may grant the request of two (2) members of the Fire Department to exchange tours of duty or days off. The exchange shall not be arbitrarily denied if the following guidelines are met:
No limit to the number of Exchange of Tours of Duty per employee, per fiscal year.
Firefighter/Firefighter
Firefighter/Engineer or Engineer/Firefighter
Engineer/Engineer
Officer for Officer

Section 6.6 Exchanging tours of duty

(A) Exchanges shall be reciprocal in each of the exchange possibilities.
~~(E) (B) If any member providing a stand-in should take sick leave, vacation, or compensatory time during that stand-in, that time will be charged to the member providing the stand-in.~~
(C) Exchanges of Tours of Duty are not to be used to change or circumvent the current work schedule defined in Section 6.2 Normal Work and Work Schedule
(D) For Firefighters to be eligible to duty trade with an Engineer, a Firefighter must have course completion of Fire Service Vehicle Operations and Fire Apparatus Engineer documented in their Fire Department training file.

6.9 Kelly Days

(C) The application of the two (2), twenty-four (24) hour Kelly Days for all personnel who are working the average fifty-five and eight-hundredths (55.08) hour work week, shall be selected following the February and August Guaranteed Vacation selection process. The selection of Kelly Days shall be determined by shift, based on seniority as defined in the current collective bargaining agreement. ~~At least one of the two allotted Kelly Days must be scheduled during and within the two-slot vacation period in accordance with departmental policy for vacation scheduling. The remaining Kelly Day(s) may be scheduled at any time during the calendar year. Whenever a Kelly Day is scheduled in the third slot period, it will be placed in the third slot. Whenever a Kelly Day is scheduled in the 2-slot period, it will be placed in the 2nd vacation slot.~~

6.9 Kelly Days

- (D) Effective January 1st, 2015, all new employee(s) hired between July 1st and December 31st will receive two (2) Kelly days. Any new employee(s) hired between January 1st and May 31st will receive one (1) Kelly day. Any new employee hired between June 1st and June 30th will receive zero (0) Kelly days. New employees will then receive Kelly days in accordance with Section 6.9(B).

6.9 Kelly Days

- (E)(8) Guaranteed Kelly Days will be scheduled during the following two weeks after the guaranteed Vacation sign up, and employees may guarantee Kelly day(s) at each sign up period.
- (E)(10) Back-to-back Kelly Days can be scheduled during the 2nd time slot.

8.4 Temporary Upgrading

- **Captain**
- 1. Captain Eligibility List
- 2. Time in grade - Lieutenant
- (Officers can be upgraded off-shift to make sure this workflow exists.)
- 3. Lieutenants Eligibility List
- ~~4. Time in grade - Engineer~~
- ~~a. Tiebreaker - Department Seniority List~~
- ~~5. Time in grade - Firefighter~~
- Note: If a Lieutenant is present during the shift, they may not pass the Captain upgrade to a lower ranked member.

8.4 Temporary Upgrading

- **Lieutenant**
- 1. Lieutenant Eligibility List
- 2. Time in grade - Engineer
- a. Tiebreaker = Department Seniority List
- 3. Engineer's Eligibility List
- 4. Time in grade - Firefighter
- Note: Firefighters must have three (3) years completed @ UFD to eligible for this upgrade.

8.4 Temporary Upgrading

- **Engineer**
- 1. Engineer Eligibility List
- 2. Time-in-Grade Firefighter
- Firefighter candidate(s) (Probationary Firefighter) are not eligible for upgrade.
- (B) If the City elects to offer a temporary upgrade, then the highest-ranking individual on the respective eligibility list. In the event that no individual on the respective eligibility list is present and regularly assigned to the shift where the temporary upgrade is needed, the temporary upgrade assignment shall be given to those present and regularly assigned to the respective shift by the upgrade sequence below and they shall not have the right to refuse a temporary upgrade.

8.4 Temporary Upgrading

- (F) When a Lieutenant is upgraded to Division Chief, he/she will be paid the difference between the annual base for such officer, including his/her longevity pay, and the annual base for the rank of Captain, including the same longevity pay plus an additional 40% of that differential. Upgrade pay for Captains would be 50% of the difference between the base pay (EMT-I rate) of the Captains including his or her longevity and the minimum pay of the pay grade of the Division Chief plus the same percentage longevity that the Captain is currently receiving.

8.4 Temporary Upgrading

(G) When a Captain is upgraded to Division Chief, he/she will be paid 50% of the difference between the base pay of the captains including his or her longevity and the minimum pay of the pay grade of the Division Chief plus the same percentage longevity that the Captain is currently receiving.

10.2 Vacation Scheduling

C) The City shall authorize a maximum of one bargaining unit member to use a Kelly day per shift.

(D) All requests for twelve (12) vacation will be scheduled from 0700 – 1900 or from 1900 - 0700.

(E) Twelve (12) hour vacation requests will not be accepted any sooner than 0700, on the proceeding duty day.

(F) Twelve (12)-hour vacation shall be granted if the time is available. These requests are on a "first-come, first-served" basis.

(G) Twelve (12) hr. vacation will not be scheduled during guaranteed vacation signups.

10.4 Vacation Period Availability

~~For employees assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty, a twenty-four (24) hour period shall be the minimum allowable period of vacation.~~

For employees assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty the following vacation time periods are available:

(A) Twelve (12) hours

(B) Twenty-four (24) hours

11.3 Funeral Leave

Upon Request, Employees shall be granted funeral leave (with full pay and benefits) to attend the funeral and to take care of matters surrounding the death of a member of their immediate family (employee's or spouse's mother, father, brother, sister, child, grandparents, spouse, step-children, step-parents, step-siblings, step-grandparents, grandchildren, step-grandchildren, or former spouse of the employee), subject to the following maximums:

A. 24-Hour Per Day Employee:

A maximum of two (2) consecutive tours of duty for funeral leave (forty-eight (48) hours).

B. 40-Hour Per Week Employee:

A maximum of five (5) consecutive work days for funeral leave (forty (40) hours)

11.3 Funeral Leave

The employee shall determine the amount of funeral leave necessary, taking into consideration such factors as the employee's involvement in arranging for the funeral, the date of the funeral in relation to his/her normal duty days, and any travel necessary to attend the funeral.

Requests for funeral leave which do not exceed one (1) 24-hour tour of duty or three (3) 8 hour workdays shall be approved as requested. Requests for funeral leave in excess of one (1) 24-hour tour of duty or three (3) 8-hour workdays shall require the approval of the Fire Chief, or his/her designee, such requests shall not arbitrarily be denied.

In the event that the death of an employee's immediate family would occur while an employee is on active duty status, the employee will be excused from duty and no charge against their funeral leave will be made for that day.

11.3 Funeral Leave

Funeral leave requests shall be approved prior to the employee's absence from work. Failure to give such advance notification may result in an employee's absence being treated as a leave of absence without pay. Employees will complete the department's leave request form as soon as possible when returning to work.

While employees are on approved funeral leave, they shall not be charged for any vacation leave or compensatory time, which had previously been scheduled.

11.4 Bereavement Leave

- Bereavement leave may be granted in addition to funeral leave, as requested by the employee, in the event of emotional stress on the part of an employee due to the death in the employee's immediate family. Bereavement leave shall be charged to an employee's accumulated sick leave bank in accordance with Article XI, Section 2 of this agreement at employee's discretion. Requests for bereavement leave must be approved by the Fire Chief or his/her designee. Such requests shall not be arbitrarily denied.
- Bereavement leave requests shall be approved prior to the employee's absence from work. Failure to give such advance notification may result in an employee's absence being treated as a leave of absence without pay. Employees will complete the department's leave request form as soon as possible when returning to work.
- While employees are on approved bereavement leave, they shall not be charged for any vacation leave or compensatory time, which had previously been scheduled.

Section 13.1 Initial Issue and Replacement

- G) The Urbana Fire Department will have One insignia on the back of the department T-shirt regardless the rank



Section 13.1 Initial Issue and Replacement

- (H) One insignia on the front of the department T-shirt regardless the rank



Section 13.1 Initial Issue and Replacement

- (I) Urbana Fire Department Patch will be on the left shoulder and the American Flag will be on the right shoulder, of all Class "A" uniform coats, Class "B" Uniform shirts, Class "C" coats, and uniform jackets.



Section 13.1 Initial Issue and Replacement

- (A) Candidate Firefighter
- Short sleeve Class "B" Badge Shirt - 4 (Navy blue)
- Long sleeve Class "B" Badge Shirt - 2 (Navy blue)
- Polo shirts - 2 (Navy blue)
- T-shirts - 6 each (Navy blue)
- Uniform necktie - 2 each
- Crewneck sweatshirt - 1
- Uniform jacket - 1
- Uniform baseball cap - 1
- Uniform boots - 1 each
- Black waist belt - 1 each
- Black gloves - 1 pair
- Socks - 4 pairs
- Badges and insignias - all required
- At the completion of Probation the City will purchase a Class "A" uniform for the Employee

Section 13.1 Initial Issue and Replacement

- (B) Engineer Initial Issue.
- Whenever an employee is promoted to the rank of Engineer, their uniform upgrades will be ordered immediately:
- (B) Lieutenant Initial Issue.
- Whenever an employee is promoted to the rank of Lieutenant, their uniforms will be ordered immediately:

Section 13.1 Initial Issue and Replacement

Short sleeve Class "B" Badge Shirt – 4 (light blue)
 Long sleeve Class "B" Badge Shirt – 2 (light blue)
 Polo shirts – 2 (light blue)
~~Four (4) T-Shirts - 6 (Light blue)~~
 Shirt Badge – 1
 Coat Badge – 1
 Name Plate – 1 Set of Collar Brass - 1
 Set of Gold Uniform Jacket Buttons – 1 (excluding temporary appointment)
 All members returning from temporary assignments shall return all
 Lieutenant initial issue items to the department uniform officer.

Section 13.1 Initial Issue and Replacement

(C) Captain Initial Issue.
 Whenever a Lieutenant is promoted to the rank of Captain their uniforms will be ordered immediately:
 Short sleeve Class "B" Badge Shirt 4(White)
 Long sleeve Class "B" Badge Shirt 2(White)
 Polo shirts -2 (Dark grey)
~~Four (4) T-Shirts – 6 (Dark grey)~~
 Shirt Badge - 1
 Coat Badge - 1
 Name Plate - 1 One (1) Set of Collar Brass

Section 13.1 Initial Issue and Replacement

(D) The City will pay for changes to the employees Class "A" uniform when promoted to the rank of Engineer, Lieutenant, or Captain.

(E) Class "A" Uniform Description

Firefighters – silver FD buttons on the coat, Nickel Buckle, one silver Mylar Braiding on each coat sleeve, silver rank insignia on front of the cap and pin on collar insignias.

Engineer – Silver FD buttons on the coat, Nickel Buckle, two silver Mylar braids on each coat sleeve, silver rank insignia on the front of the cap and pin on collar insignias.

Lieutenant – Gold FD buttons on the coat, Nickel buckle, one gold Mylar braid on each coat sleeve, and gold rank insignia on the front of the cap and pin on collar insignias.

Captain – Gold FD buttons on the coat, Nickel buckle, two gold Mylar braids on each coat sleeve, and gold rank insignia on the front of the cap and pin on collar insignias.

Section 15.2 Weather Limitations to Outside Training Activities

All training non emergency activities not in a climate controlled environment (heated or cooled as weather dictates), or ~~Home Fire Life Safety activities~~, will not be conducted when the air temperature and/or the heat index meets or exceeds 91 degrees or the air temperature and/or the wind chill meets or falls below 20 degrees according to the National Weather Service unless both the City and the Union President or his/her designee, mutually agrees to proceed either by prior arrangement or on the Day.

Members will be allowed to wear department tee shirts, department shorts and any type of footwear, which they deem fit to participate in or at the Fire Muster. Some type of footwear is required.

Section 15.4 Training

Any EMT unable to recall a skill(s) is non-disciplinary. Any remediation needed to become proficient in a skill is non-disciplinary. Any documents associated with remediation of a skill will not be placed in any employee's personnel file or the training file, and will be given to the employee for their records.

Any non-probationary employee's hired after December 1, 2007, and have not met the EMT-I requirements, will not be required to meet these requirements unless the parties agree otherwise. However, these employees will still be required to maintain an EMT-B certification. Any employee's not required to maintain EMT-I, will have the first right of refusal for the newly established agreed upon class(es).

APPENDIX "D" EDUCATIONAL INCENTIVE PAY

Payment of the educational bonus will be made on an annual basis upon proper certification and the approval of the Fire Chief or his/her designee. The educational incentive bonus shall not be considered as a part of an employee's base hourly or annual salary. ~~for any purpose whatsoever. The Educational incentive bonus will be included in overtime rate computations.~~ Educational incentive pay for associate's and bachelor's degrees earned are mutually exclusive of one another and may not be combined. If a member had been receiving the Educational Incentive Payout from the 2004-2007 contract, his/her payout time of year will be the same under the 2007-2010 contract and its successors.

Section 15 Promotions

- Engineer
- Qualifications:
- (B) 1. UFD Training Officer will update and maintain schedule and hold and make available the Firefighter III/Advanced Technician Firefighter training, including all associated classes to obtain the certification, class every two years in-house, if needed beginning in 2011.

Section 15 Promotions

- Lieutenants
- Qualifications:
- 1. If the selected candidate has not successfully completed Firefighter III/Advanced Technician Firefighter certification prior to their promotion to Lieutenant, the candidate will have one (1) year to complete the FFIII/Advanced Firefighter certification following Engineer Qualifications: (B) 1.
- 5. 6. In the event that eight (8) or fewer Engineers are on the sign up list, after the closing of the Lieutenant exam, following the eligibility requirements listed in Lieutenant eligibility requirements #4. Firefighters, in order of seniority holding the minimum Lieutenant testing qualifications, may sign up to test to establish a total of eight (8) Employees on the sign-up list. The Firefighter sign-up period for the Lieutenant exam will be open for two weeks following the closing date for Engineers sign up period.

Section 15 Promotions

- 7. When ten (10) or fewer Engineers have signed up for the Lieutenants promotional exam, after the closing of the list, then the Firefighters in rank order on the Engineers eligibility list holding the minimum Lieutenant qualifications, may sign up to test for Lieutenants exam, thus establishing ten (10) employees on the Lieutenants promotional exam list. The eligible Firefighters will be given fourteen (14) calendar days following the original close of the Lieutenant's exam, to sign up. This language becomes effective January 1st, 2016.

Section 15 Promotions

- Fire Marshal
- Qualifications:
- Both the City and Local #1147 understand and acknowledge that the position of Fire Marshal is not subject to this agreement except that the members of the Urbana Fire Department shall be interviewed and considered before the City may fill this vacancy with candidates from outside the Urbana Fire Department.

Section 15 Promotions

- Operations Division Chief
- Qualifications:
- Both the City and Local #1147 understand and acknowledge that the position of Division Chief of Emergency Services is not subject to this agreement, except that the individual selected shall be from the current members of Urbana Fire Department, and must currently be serving or had previously served as a Lieutenant or a Captain on an Engine or Truck company, for three (3) or more years.

Section 15 Promotions

- In the event that no internal candidates meeting the published minimum qualifications for Division Chief of Emergency Services have placed their name on the official sign up sheet posting by the end of the sign up period, the City may elect to fill the position with a candidate from outside of the Urbana Fire Department that meets the same published minimum qualifications including a minimum of three (3) years of service as a Lieutenant or a Captain on an Engine or Truck company at a career department of comparable size and call volume.

Healthcare Committee

Financial Package

Money

(2013 - 2014) Year 1 – 1.5% (with retroactive pay)

(2014 - 2015) Year 2 - 1.75% (with retroactive pay)

(2015 – 2016) Year 3 - 2.75%

Longevity Changes

<u>Now</u>	<u>As proposed to Union</u>
Year 16 – 10%	Year 16 - 12%
Year 18 – 12 %	Year 18 – 12%
Year 20 – 12%	Year 20 – 14%
Year 25 - 14%	Year 25 - 16%

*Effective 7-1-15

Section 8.3 Specialty Pay

Employees will be compensated at the rate of 3/4% of the base Firefighter/Non EMT-I pay for obtaining and maintaining the requirements for each of the following specialty classifications with the ability to receive a maximum of 1 1/2% of the base Firefighter/Non EMT-I pay for each eligible employee for the June 2015 payout and 1% of the base Firefighter/Non EMT-I pay for obtaining and maintaining the requirements for each of the following specialty classifications with the ability to receive a maximum of 2% of the base Firefighter/Non EMT-I pay for each eligible employee for the June 2016 payout.

Section 8.3 Specialty Pay

Hazardous Materials Technician – Hazardous Materials Technician A and B Certifications. Continuing Education requirement: 8 hours of Hazardous Materials training.

Technical Rescue Technician – Confined Space Technician, Rope Technician, Structural Collapse Technician, and Trench Technician Certifications. Continuing Education requirement: 16 hours of Technical Rescue training.

Fire Investigator - Illinois OSFM Fire Investigator Certification. Continuing Education requirement: Employee must meet the Illinois OSFM Continuing Education requirements to maintain Illinois OSFM certification.

Section 8.3 Specialty Pay

- All certifications must be awarded by the Illinois OSFM or by an accredited agency or educational institution that meets the Illinois OSFM objectives.
- The City will only provide backfill coverage for employees to attend classes to obtain the above certifications if he/she is on an official MABAS team roster, or if the training is required to maintain certification.
- Employees will waive their right to overtime compensation on their off-duty days while attending class to receive the above certifications in return for receiving the Specialty Pay.
- An employee must meet the above continuing educational requirements annually, June 1st through May 31st of each year, for each applicable specialty classification to receive the Specialty Pay. Continuing Education training must be properly documented in the UFD training records system. The City must offer sufficient training opportunities to employees during the course of their normal duty days to meet the continuing education requirement.

Section 8.3 Specialty Pay

- Specialty Pay will be paid to employees who have met the above requirements on or before May 31st of every year.
- Specialty Pay will be paid on an annual basis in the form of a lump sum payment that will be distributed on the last paycheck of each June.
- Specialty Pay shall not be considered as a part of an employee's base hourly or annual salary. The Specialty Pay will be included in overtime rate computations. Any necessary adjustments to overtime rates will be effective July 1st of every year.
- Specialty Pay shall not replace any compensation for call backs for service, approved Specialty team trainings, and Specialty team deployments.
- Specialty Pay shall account for any specialty duties performed while on duty.
- The City shall not arbitrarily deny an Employee's request to attend specialty training classes.

Fine Print

- *Local 1147 has the option to exercise a "Me Too" clause for percentage wage increases following the outcome of the actual contract negotiations between the City of Urbana and the Urbana Fraternal Order of Police Union for a Contract to replace the one that expired in 2013.
- * A three-week advance notice to the Union President via City Email will be given prior to the disbursement of our retro checks. The retroactive checks will be disbursed to employees within a reasonable amount of time after the City Counsels ratification of the contract.