

City of Rockford

2012 Contract Proposals Presented to

IAFF 413

October 26, 2011

## 1. Article 4.1 Company Strength

The City seeks to restore to the City Council the inherent management authority to determine the staffing level of the fire department.

### 4.1 COMPANY STRENGTH

In accordance with the total complement authorized by the City Council, the number of stations to be manned, and the manpower available, the City will continue to distribute men and officers to achieve the highest efficiency of operations and the greatest protection, and in the interest of fire fighter safety.

Accordingly, and notwithstanding any provision to the contrary in this Collective Bargaining Agreement, the City Council retains the right from time to time to:

Determine the number of authorized bargaining unit personnel to be deployed, the number of stations to operate, and the number and type of apparatus to be deployed; and

Expand, reduce, suspend or eliminate ambulance service through the fire department and to outsource part or all of the ambulance service.

~~The parties mutually agree this section shall mean that the current level of manpower will be continued, with no fewer than sixty two (62) personnel working per shift (A, B, C), who are assigned to a maximum of fifteen (15) companies and five (5) ambulances. Plus two (2) airport personnel, so long as an Intergovernmental Agreement between the Airport Authority and the City of Rockford for fire services at the airport is in effect. The manning number will be increased by airport personnel pursuant to the provisions below.~~

~~The airport manning will be directly related to the index of fire protection required at the airport. An independent company will be implemented at the airport, (Officer, Driver and Firefighter) effective January 1, 2010 or when the fire protection index increases, whichever is sooner.~~

~~Effective January 1, 2008 an additional driver engineer per shift will be added to the airport firefighting company.~~

Effective October 9, 2009 the parties shall convene a joint committee to recommend the establishment of deployment protocols to accommodate up to 2 additional ambulances with the present staffing. The committee has no obligation to reach an agreement.

## 2. Article 4.2 Hours

The City seeks to return to a 52 hour work week, allowing for one additional hour per week to be worked on a straight time basis. This will reduce the number of work hour reduction days, or Kelly days under the fair labor standards act.

## **4.2 HOURS**

For Employees scheduled ~~fifty-one~~fifty-two (~~51~~52) hours per week, a duty day shall be defined as twenty-four consecutive hours, and the work day shall begin at 8:00 a.m. The schedule for all employees of this schedule shall be twenty-four (24) hours on duty, and forty-eight (48) hours off duty. Employees on this schedule shall be eligible for time off to create an average of ~~fifty-one~~fifty-two (~~51~~52) hours of work per week in each calendar year. Such time off shall be earned at the rate of ~~eleven~~nine (~~11~~9) days in a full calendar year or approximately one duty day every ~~33.18~~40.58 calendar days (approximately ~~2.17~~1.77 hours per duty day scheduled), the employee is assigned to this shift. This time off is known as "kelly days". Employees will be allowed to select anticipated "kelly days" off in accordance with Section 8.2 of this Agreement. Overtime shall be calculated consistent with Section 4.5 of this Agreement.

Employees normally assigned to the average ~~fifty-one~~fifty-two (~~51~~52) hour work week will be considered to remain on this schedule during temporary assignments that do not extend beyond the regular forty (40) hour work week as defined in this section.

Employees assigned to an average ~~fifty-one~~fifty-two (~~51~~52) hour per week schedule will be assigned to a twenty-seven (27) day work period which begins and ends at 8:00 p.m. on a scheduled duty day. The 27-day work periods for each shift are set forth in Appendix "A" page 1 of 2 and page 2 of 2. When an employee is transferred the length of the work period may be shorter or longer to ensure the period begins and ends on a scheduled duty day.

For employees scheduled to work forty (40) hours per week, the normal work day is 8:00 a.m. to 5:00 p.m., and the normal work week is Monday through Friday. With two (2) weeks' prior notice, an Employee's work day may be variable Monday through Friday, to provide coverage for specific duties that cannot be accomplished during his normal duty day. During Fire Prevention Week, the work week is variable Monday through Saturday.

## **3. Article 4.10 Paramedics**

The contract currently pressures the department to offer paramedic training for every fire fighter within 5 years of employment. The City seeks to remove that 5 year limit to provide paramedic training. In addition, and in keeping with the proposal on staffing, the Paramedic article needs to be amended to reflect the City's authority to determine the number of ambulances to deploy.

### **~~4.10~~ PARAMEDICS DECERTIFICATION**

The City Council shall have the authority to determine the number of ambulances deployed with City of Rockford personnel.

All firefighters shall agree, at the time of hire, to become paramedics. ~~If a firefighter is not asked to attend paramedic training during the first five (5) years of employment, the firefighter may be excused from paramedic obligation.~~—The Department will strive to maintain enough trained paramedics to staff each ambulance with four (4) paramedics per shift, for a total of twelve (12) paramedics per company. Ambulances operated by 413 personnel will be manned by firefighters cross-trained as paramedics, and each person will work twelve (12) hours per shift as a firefighter and twelve (12) hours per shift as a

paramedic subject to available staff. This provision does not preclude a person from working twenty-four (24) hours as paramedic if required.

The Department will allow paramedics to downgrade. Each paramedic shall be required to relicense once after their initial licensure. Anytime after six years of licensure, the paramedic shall notify the Department of his intent to relicense or downgrade by filling out a form provided by the Department. Downgrading shall be subject to the Chief's approval and may depend on the number of paramedics that will be left in the service. ~~The minimum number of paramedics per ambulance company shall be twelve (12) firefighter/paramedics below the rank of driver/engineer.~~ Any paramedic who downgrades shall be required to maintain license at the EMT-B level.

Any paramedic promoted or assigned to a higher position will not be required to maintain his/her paramedic licensure.

#### **4. Promotional Exam:**

Require completion of education for Provisional Fire Officer I in order to be eligible for Lieutenant Promotion and Provisional Fire Officer II for Captain at time of application submittal.

#### **5.2 YEARS-OF-SERVICE REQUIREMENTS TO BE A CANDIDATE FOR PROMOTION**

In order to be qualified to be a candidate for promotion to the ranks of District Chief, Captain or Lieutenant, a candidate must have obtained the following certifications and completed the following years of service:

Lieutenant: NIMS 100, 200, 700, and 800  
Provisional Fire Officer I  
Five (5) years of service with the Department.

Captain: NIMS 100, 200, 300, 400, 700, and 800  
Provisional Fire Officer II  
One (1) year of service with the Department in the rank of Lieutenant on a fire suppression company (time serving in an acting capacity does not count toward the one year).

District Chief: Fire Officer II  
One (1) year of service with the Department in the rank of Captain on a fire suppression company or as a fire training coordinator (time serving in an acting capacity does not count toward the one year).

#### **5. Residency for new employees.**

RESIDENCY NEW HIRES (New Article)

All personnel sworn on or after January 1, 2012 shall be required to reside within the corporate boundaries of the City of Rockford within 6 months of the end of any probationary period. (This specifically modifies the Residency provisions of the Memorandum of Agreement between the parties as amended dated June 26, 2003)

#### **6. Residency for promotions to Captain or District Chief.**

## RESIDENCY CAPTAINS AND DISTRICT CHIEFS (New Article)

Pursuant to the fire promotion act, applicants for Captain or District Chief shall be residents of the City of Rockford and maintain residence during their service as Captain or District Chief. (This specifically modifies the Residency provisions of the Memorandum of Agreement between the parties as amended dated June 26, 2003)

### **7. Single Union at the 911 Center.**

The 911 center has reduced in size and the workforce needs to integrate and cross train more thoroughly to provide operations when employees are absent due to illness, etc.

#### SINGLE UNION at the 911 CENTER (New Article)

The City would like to negotiate with IAFF 413 and AFSCME for a single labor representative for the 911 center.

### **8. Part Time Telecommunicators.**

#### PART-TIME TELECOMMUNICATORS (New Article)

Absenteeism in this unit is putting stress on personnel that could be relieved by allowing part time personnel to be hired to fill unscheduled leave due to illness, medical issues, or military or other extended leaves or absences that do not merit or allow for full time replacements.

### **9. Article 10.4 Furloughs.**

#### 10.4 FURLOUGHS (New Section)

Effective January 1, 2012, upon seven (7) days advance notice to the Union, the City shall have the unrestricted right to temporarily furlough any employee or all employees for a definite length of time, which shall not exceed four (4) 24-hour shifts per employee in any fiscal year. Time spent on furlough shall be unpaid and shall be treated as time spent on temporary layoff. Such time spent on furlough shall not affect any employee's seniority. The City shall not be required to follow any contractual lay off procedure with regards to such furloughs. The employee's health insurance coverage shall continue without change during the furlough period. In the event that not all employees in a job title are required to serve the same number of furlough days in accordance with the schedule generated by the City, the more senior employees shall serve the smallest number of furlough days required by the schedule.

### **10. Adopt the City's position on the Sick Leave Procedure Change Grievance.**

A recent grievance by the union disputes the authority of the Chief to require fire fighters claiming sick leave benefits from verifying an illness when the claimed sick leave day is immediately before or after a scheduled absence for vacation, holiday or Kelly day, or following a hire back. The City requests the grievance be withdrawn and the union support the Chief's authority to interdict sick leave abuse.

### **11. Selection of Arbitrators**

Within fourteen (14) calendar days following receipt of the written notice requesting interest arbitration, the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If the parties are unable to agree upon selection of an arbitrator, the parties shall request the Federal Mediation

and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. The striking the first name shall be determined by a toss of the coin. The other party shall strike the next name, each alternating, until one (1) name remains, and that person shall be the arbitrator, provided, however, that each party prior to striking names shall have the right to reject one (1) panel of arbitrators.

## **12. Wages**

On August 1, 2011 the City Council passed Resolution 2011-120R, requesting that IAFF 413 voluntarily reduce their 2011 wage increase to 2%, reflecting the sacrifice being exhibited by the PB&PA Unit 6, AFSCME and non-represented City employees and the residents of the City of Rockford. IAFF 413 has failed to respond to that request. The City's wage offer for 2012 is for a 4% reduction to base wages. The City proposes a wage freeze for 2013 and a re-opener on wages for 2014, which would allow the City to open on two additional topics of bargaining if IAFF 413 gives notice to bargain on 2014 wages.

## **13. Insurance**

The Health focus group has failed to engage in modification of the health plan at a pace that keeps up with the changing health care market. That failure to pursue or progress on its original mission, to reduce health plan costs, has resulted in chaotic negotiations on modifications, and lost opportunities. The City would observe that the Health Focus group has tended to focus on costs of the plan to the employee, rather than costs of the plan to the taxpayer. The proposals for the Health plan are extensive, and complex, and reflect some innovations that should already be part of the plan. Those proposals are:

- a) Increase contribution level to 10% of retiree premium in 2012.
- b) Increase contribution level to 15% of retiree premium in 2013.
- c) Increase contribution level to 20% of retiree premium in 2014.
- d) Employee contribution will be indexed to participation in the City's wellness plan which will from time to time include such things as health related education and fitness events, wellness fairs, health screenings, specific biometrics, health risk assessments, and other wellness items established by the employee wellness committee. A differential will apply based on participation.
- e) Increase deductibles in the PPO by \$50 per person per year.
- f) Spouses who have insurance at their non-City employment are not eligible for City plan.
- g) Establish an office visit co-pay of \$40 for medical benefits.
- h) Allow annual changes in Plan Providers and Prescription Drug Vendors to pursue savings on a notice and consult basis.
- i) Require three tier Rx co-pay (15/30/50) on the same terms as AFSCME and non Represented employees.
- j) Modify Rx coverage to provide free over the counter alternative to prescription under OTC Step Therapy.
- k) Implement a preferred provider network for dental with in network 100/80/50 (increased benefit) and out of network benefits at 100/50/50 (same as now).
- l) Limit Dental annual spend to \$3,000 in network, \$1,500 out of network.
- m) Require/incentivize employees to utilize an on-site or near-site clinic to increase quality of primary care and reduce health plan and work comp expenses.
- n) Change deductible structure of the HSA to per person rather than aggregate.

The City would prefer that the HSA plan be more widely adopted by our employees. A cost comparison between the two plans, particularly in light of the change in the deductible structure, which dramatically reduces exposures to claims for family coverage when only one family member requires significant health Plan services, should make this option much more attractive to city employees.

#### **14. Duration**

The City proposes a Contract duration of three years, from January 1, 2012 to December 31, 2014.