

**MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF DECATUR (“UNION”) AND IAFF, LOCAL 505 (“UNION”)**

WHEREAS the City and Union are parties to a Labor Agreement that expired on December 31, 2019;

WHEREAS the City and Union are in negotiations for a successor agreement;

WHEREAS, the City and the Union have filed unfair labor practice charges (“ULPs”) against the other party; ILRB Case Nos. S-CA-20-221 and S-CA-21-086 filed by the Union, and S-CB-22-014 filed by the City and the Union has filed various grievances against the City over the performance of investigations and inspections; and

WHEREAS the City and Union wish to resolve these ULPs and grievances between them.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and in full and complete resolution of the above-referenced ULPs, the Union and City agree as follows:

1. The parties agree to withdraw their above-referenced ULPs and the Union agrees to withdraw the referenced grievances with prejudice within 10 days of the execution of this Agreement and take all actions necessary to ensure that the ILRB dismisses their above-referenced ULPs.
2. The parties agree to proceed to interest arbitration on the remaining open issues for their successor agreement which shall proceed as follows:
 - a. The parties have agreed to use Thomas Sonneborn as the arbitrator to hear the dispute in this case as outlined below. The parties agree to equally split the costs of the arbitrator and the cost of the transcript. The parties hereby waive the right to a tripartite panel of arbitrators and the timeframe for scheduling the interest arbitration hearing.
 - b. Prior to an interest arbitration hearing, the parties will participate in, at minimum, two (2) pre-arbitration mediation sessions with the selected arbitrator. The parties also agree to identify in writing the issues they each intend to pursue at interest arbitration at least fourteen (14) days in advance of the first mediation session identified above. The parties also agree that, in the event the mediation outlined above is unsuccessful, the parties will submit last offers prior to arbitration at minimum 7 days in advance of the first day of the interest arbitration hearing.

- c. Should the parties come to an agreement prior to interest arbitration or any decision by the interest arbitrator, the parties agree to notify the arbitrator that the parties have reached an agreement and that an interest arbitration decision is no longer necessary.
- 3. Pending the decision of the interest arbitrator or an agreement of the parties:
 - a. The City acknowledges that inspections and investigations have been performed within the Fire Department, primarily by bargaining unit employees. The City will not move fire inspections or investigations work out of the Fire Department to the Building Department or any other City Department. The foregoing shall not preclude the City from continuing to seek the assistance of the Office of the State Fire Marshall for investigations or temporarily using the Building Department to perform fire inspections that it has been performing pending the completion of testing and promoting bargaining unit member(s), subject to the agreement of the parties and/or award of the interest arbitrator. The Union agrees to waive, on a temporary basis, its argument that the Substitutes Act dictates that this work may only be performed by qualified individuals as defined by the Substitutes Act. The Union only agrees to waive these rights until such time as the parties reach an agreement and/or an award from the interest arbitrator and the Civil Service Commission completes the testing and promotional process for Fire Inspector. The City does not agree that the Substitutes Act is applicable.
 - b. The City will request the Civil Service Commission to begin the testing process for Fire Inspector. The City will take all necessary steps to ensure that this process is completed as quickly as practicable. The parties will use the eligibility requirements and ascertained merit calculations set forth in the most recent CBA.
- 4. This agreement constitutes the entire agreement of the parties as to the matters covered herein.
- 5. Nothing herein shall be interpreted or treated as an admission by either party of any liability or wrongdoing by the City or Union.
- 6. This Agreement shall not preclude the parties from presenting to the interest arbitrator any and all facts surrounding fire inspections and investigations and/or the history of negotiations, and making arguments related thereto to the interest arbitrator. The arbitrator shall determine the admissibility of any such facts and arguments.

7. This Agreement may not be used or cited during the above-referenced interest arbitration or mediation proceedings.

On Behalf of:

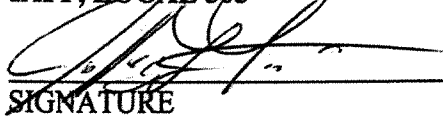
CITY OF DECATUR


SIGNATURE

City manager
TITLE

January 9, 2023
DATE

IAFF, LOCAL 505


SIGNATURE

President Local 505
TITLE

7 JAN 2023
DATE