



Local No. 22

PHILADELPHIA FIREFIGHTERS AND PARAMEDICS UNION

International Association of Firefighters
415 N. 5th Street, Philadelphia, PA 19123

AFFILIATED WITH

DELAWARE VALLEY MARITIME TRADE COUNCIL • PENNSYLVANIA AFL-CIO

October 29, 2021

Re: **2021-2024 Contract Vote**

Dear Member:

MICHAEL BRESNAN
President

TOM McKIERNAN
1ST Vice President

CHARLES MCQUILKIN
Vice President

JACK ELTMAN
Recording Secretary

BRIAN COUGHLIN
Financial Secretary

RAY VOZZELLI
Chair of Trustees

WALT FABER
Trustee

TOMMY KANE
Trustee

EDDIE MULHOLLAND
Sgt. at Arms

MIKE CONROY
Sgt. at Arms

PRESIDENT EMERITUS
JOHN A REILLY
GEORGE T. CASEY
BILL GAULT

TRUSTEE EMERITUS
F. MICHAEL KANE
JERRY KOTS

Local 22's Executive Board has negotiated the enclosed contract terms for the 7/1/2021 - 6/30/24 period. The below highlights the major details of this contract that the Board feels well represents the financial, health, and safety interests of our membership. To be clear, Local 22 was able to thwart off any changes in your Health Plan, Pension, and Residency, and ultimately save at least \$300 thousand dollars in union dues that would've been paid to our lawyers for arbitration.

Financial Overview

- Annual, percentage base-pay increases, retroactive to 7/1/2021.
- A \$100,000 increase to the Retirement Trust Fund each year
- One-time \$1500 cash bonus
- Any Firefighter detailed to medic units will receive 5% for each shift.

While there are many similarities to the recently arbitrated FOP- Lodge 5 contract, Local 22's terms carry significant differences. The funding for the cash bonus was the result of a strategic decision to release certain grievance/unfair labor practice claims, rather than cashing out monetary reserves from your health plan as the FOP did. These were the "Essential Hazard Pay," when the city stopped paying our members the pandemic-pay. The "Sick Policy" that forced our members who don't agree to get a covid test would have to use their own sick time, rather than Act 17. The city's "Double Mask & Covid Testing" mandate. Lastly, the Grievance for non-issuance of a Gear Bag; language will be removed from contract. Additionally, securing a shift differential for firefighters detailed to medic units reinforces the Local's stance that the city's diversion of firefighters needs a long-term resolution. Local 22 was again successful in securing additional retiree trust fund money, which will help off-set retiree healthcare costs.

Other Compensatory Benefits

- Four (4) weeks of paid parental leave
- \$200 increase to the annual uniform allowance
- Juneteenth's recognition as a contractual holiday – giving you additional hours each year.

(Continued on reverse)

Work, Performance & Assignments

- Civilianization of work, Officer Transfer, & Discipline: [Change in discipline are: 1:19 - Knowingly and intentionally associating, fraternizing or socializing with persons actively engaged in criminal conduct, **or an organized efforts advocating criminal behavior against any individual, group or organization on the basis of race, color, gender, religion, national origin, age, ancestry, sexual orientation, disability, or gender identity**, or fugitives from justice or others that compromises, discredits prejudices, or otherwise makes suspect an employee's authority, integrity, or credibility. From 60 hrs. – Dismissal to **120 hrs. – Dismissal**. Change to 1:28 - Engaging in sexual behavior while on duty. From 96 hrs. – Dismissal to **360 hrs. – Dismissal**. Change in 1:29 - Sexual behavior in a city, state, or federally owned or leased vehicle or facility while off duty. From 96 hrs. – Dismissal to **360 hrs. – Dismissal**.]

Civilianization of work was introduced by the FOP contract and positions the City to be able to evaluate what work could be performed by non-bargaining unit members. This term is contentious; however, the Local will be vigilant with protecting all union jobs. **The city will not impose any decision unilaterally, it will have to go to a neutral arbitrator to decide.** Please note, as contentious as this is, this provision will expire at the end on 6/30/2024. Additionally, the Local will broaden its voice on administrative procedures. First, by ensuring a transparent, and sustainable Officer Transfer Policy is implemented. Second, by securing an equal opportunity to make important changes with the Disciplinary Code

Health & Safety

- Covid 19, & Heart & Lung

In the event the city seeks to enforce a Covid vaccination mandate, disputes surrounding implementation will be decided by a neutral arbitrator. The Heart & Lung Act is amended to exclude injuries stemming from administrative functions. Local 22's work is dynamic, and we will persist to ensure our members receive the entitlements the Act provides for.

The Executive Board has worked diligently to represent the interests of the membership and also unanimously approved this to be mailed out to the membership for ratification. Please review the terms and consider favorably ratifying the contract with a vote of **APPROVE**. If approved, all raises will be retroactive to 7/1/2021.

Return ballots must be postmarked no later than November 19, 2021.

Fraternally,

Michael P. Bresnan
President, IAFF Local 22

Tentative Agreement – 10/27/2021 City of
Philadelphia and IAFF, Local 22

1. **Term:** July 1, 2021, through June 30, 2024

2. **Wages:**

- i. 2.75% increase effective July 1, 2021
- ii. 3.50% increase effective July 1, 2022
- iii. 3.50% increase effective July 1, 2023

3. **Retiree Trust Fund:**

- i. On or before July 1, 2022, the City shall make a lump sum payment of \$2.8 million to the Retiree Joint Trust Fund.
- ii. On or before July 1, 2023, the City shall make a lump sum payment of \$2.8 million to the Retiree Joint Trust Fund.

4. **Holidays:**

- i. Effective June 2022, Juneteenth shall be added as a City recognized holiday.
- ii. For purposes of the CBA, Columbus Day shall be known as Day/National Columbus Day/Philadelphia Indigenous Peoples Day.

5. **Parental Leave:**

Employees will be eligible for up to four (4) weeks of paid parental leave, which shall be administered subject to the provisions of Civil Service Regulation 22.124, for the birth/adoption/formal assumption of custody of a child occurring on or after July 1, 2021.

6. **Officer Transfer Policy:**

The parties will establish a joint Labor/Management steering committee comprised of an equal number of representatives from the City and the Union to develop recommendations for a joint policy on Officer Transfer Rotations on or before July 1, 2022. The Philadelphia Fire Department reserves the right to transfer Officers as needed outside the routine rotation.

7. **Cash Bonus:**

Within 60 days of the issuance of the Agreement, the City shall pay each bargaining unit member as of the date of ratification of the Agreement a one-time cash payment of \$1500, less required deductions and withholdings, in exchange for the union's withdrawal of three filed Unfair Labor Practices: PF-C-20-30-E; PF-C-21-31-E; and PF-C-21-74-E; and one demand for arbitration: AAA #01-19-0002-0774.

8. **Uniform Allowance:**

The amount of the uniform allowance shall be increased by \$200 annually. Section 16 of the 2017-2020 Act 111 Interest Arbitration Award between the parties shall be abolished.

9. **Post-Retirement Medical Coverage:**

Establish a joint Labor/Management steering committee to discuss improved coverage options for members and cost saving options for the city.

10. **Firefighters detailed to Medic Units:**

Effective January 1, 2022, and during the remaining term of this agreement, Firefighters detailed to Medic units will be compensated 5% more for each shift they are detailed to a Medic Unit. This practice will be re-evaluated at the expiration of the contract.

11. **Civilianization:**

If, during the term of the agreement, the City seeks to engage non-bargaining unit personnel to perform work that has been performed by the bargaining unit, in whole or in part, the City will provide the IAFF Local 22 with at least 30 days' advance notice of its intent to hire or utilize civilians or other individuals outside the bargaining unit to provide any such services or perform any such work in order to provide the parties an opportunity to review the proposed reallocation of work.

Unless the time limits are extended by mutual agreement, either party may request interest arbitration over the proposed reallocation of work within 30 days following the end of the 30-day notice period. If the IAFF fails to do so, the City shall be permitted to move forward with its proposal. Any interest arbitration so convened shall not be considered a re-opening of the contract, but shall be limited to the dispute submitted and, in the event that work is reallocated or shared, whether any changes are necessary to the CBA to carry out that change in work and whether any economic changes for the IAFF bargaining unit are warranted.

This practice will be re-evaluated at the expiration of the contract.

12. **Discipline:**

The Disciplinary Code shall be replaced with the attached revised Disciplinary Code. The parties will establish a joint Labor/Management committee comprised of an equal number of representatives from the City and the Union to discuss further changes to the Disciplinary Code.

13. **K9:**

Members of the bargaining unit who are assigned to care for an assigned arson dog off duty will be provided an additional two hours per week of compensatory time to compensate them for the time spent caring for the dog(s).

14. **Heart & Lung:**

Heart and Lung procedures only apply to eligible employees who are injured while engaged in any activity, assignment, duty, or function involving the protection of life and property or providing medical treatment. This standard for performance of duties is consistent with the essential functions of covered bargaining unit employees.

Performance of duties does not include administrative assignments that may be incident to the job, but are not the primary functions of a firefighter or paramedic.

15. **COVID-19:**

- i. The City will provide a vaccination incentive of four (4) hours of special compensatory time to all bargaining unit members who have been fully vaccinated or become fully vaccinated and they provide proof, in the form of an official vaccination card, by December 15, 2021.
- ii. If the City proposes to implement mandatory vaccines and/or regular testing during the term of the Award, any disputes over the implementation of such a program will be submitted to an interest arbitration panel. Any interest arbitration so convened shall not be considered a re-opening of the contract, but shall be limited to the dispute submitted.