

Memorandum of Agreement

Between

City of Gresham And

International Association of Fire Firefighters Local 1062

Re: Alternative Work Schedule Pilot

Background: On November 18, 2020, the parties agreed to explore the feasibility of joining Portland Fire & Rescue (PF&R) in an Alternative Work Schedule Pilot program, referred to as a 1-3, 2-3 work schedule. The Pilot would include all Gresham Fire & Emergency Services (GFES) personnel assigned to a 24 hours on/48 hours off (24/48) work schedule. On October 11, 2021, the -Gresham International Association of Fire Fighters Local 1062 (IAFF) reported that PF&R is ready to move forward with the Pilot beginning March 2022. IAFF verified shift personnel are aware of the proposed Pilot and the schedule change and have not expressed difficulty in trying to work the trial schedule. Further, PF&R Command Staff confirmed the Pilot was moving forward with projected dates of March 3, 2022 – January 4th, 2023. PF&R is planning on implementing city wide, except for one station (likely Station 15 in SW Portland) staying on the 24/48 schedule. The expiration date of this agreement in January 2023 is due to the PR&R trial period and their expected bargaining in 2023 for PF&R. This MOA is intended to provide an understanding of the GFES participation in the 1-3, 2-3 work schedule Pilot, following the same timeline as PF&R.

Recitals:

1. The City and IAFF are parties to a 2019-2022 collective bargaining agreement. During calendar year 2021, the Parties met, bargained, and reached agreement on the following modifications and additions to the CBA.

Agreement: As a result of bargaining, the parties agree to the following:

1. The terms of this MOA are effective March 6, 2022 – January 5, 2023. This agreement expires on January 5, 2023. The parties agree that upon expiration of this agreement, the trial schedule referenced in this agreement does not establish a new status quo and the work schedule reverts to the original schedule prior to this agreement. The parties are not precluded from additional prospective agreements for additional schedule modifications.
2. This MOA applies to all Gresham Fire & Emergency Services (GFES) personnel currently assigned to a 24/48 work schedule as of March 6, 2022, including Shift Investigators.

3. For the duration of the Pilot program, “Article 16.1 Fire Suppression: *The normal work schedule for fire suppression employees is 24 consecutive hours on duty and 48 consecutive hours off duty, unless otherwise specified,*” is suspended and the alternative work schedule will be implemented as follows: twenty-four (24) hours on; seventy-two (72) hours off; forty-eight (48) hours on; seventy-two (72) hours off, referred to as a 1-3,2-3 with Kelly Days schedule.
4. For this Pilot, the standard City of Gresham pay exception reporting period, beginning March 6, and ending March 20, 2022, will start with A-Shift working the second half of a 48-hour shift on March 6, 2022.
5. Management is agreeable to a new schedule trial period as requested by IAFF. The parties agree to implementation/transition to the new schedule conditioned that the new schedule does not unreasonably disrupt operations.
6. The Alternate Work Schedule creation and implementation costs shall remain de minimis.
7. The Alternate Work Schedule will not change Kelly Days, as detailed in Article 16.2.
8. The Fire Department Labor Management Committee (LMC) will routinely discuss the impacts, challenges, and successes of the Pilot at their regularly occurring meetings. LMC meetings are advisory and serve to provide recommendations to the parties of this agreement.
9. Prior to the end of the trial period, tentatively in November 2022, the LMC will meet to evaluate the overall performance of the pilot schedule. If the parties determine the trial period for the alternative work schedule should continue past the expiration date of this agreement, the parties may do so by a new written mutual agreement.
10. IAFF will propose metrics to use to measure the success of the Pilot program for consideration by the City, prior to implementation. The City retains the right to determine the appropriate metrics, and such will be reported on monthly at LMC meetings.
11. The City may terminate the trial period for any reason with 30 calendar days written notice. Termination of the trial period is not subject to grievance or other legal remedy. Upon termination of this agreement, the schedule would revert to the previous 24/48 schedule. The City reserves the right to settle all conflicts/problems/issues by returning to the previous 24/48 schedule.
12. The affected employees and IAFF expressly, unequivocally, and voluntarily waives its right, with respect to future issues, to grieve, challenge, file of ULP, litigate, appeal, or otherwise contest the terms of this Agreement under the terms of the CBA, under the provisions of PECBA or under any claims arising under the Employment Relations Board’s jurisdiction.
13. This MOA represents the entire agreement between the parties and supersedes any policies, rules, practices, or CBA terms which are contrary to or inconsistent with these

terms, except as specifically indicated above. The Parties agree they are not relying on any promises or representations other than what is stated in this MOA.

14. The parties agree the terms of this MOA will not be added into the successor collective bargaining agreement, unless otherwise agreed upon through successor contract bargaining.

15. This agreement does not require ratification and is effective upon execution.

The Parties acknowledge their Agreement with the terms of this MOA by signing below.

For the City:

Mitch Snyder, Fire Chief Date

Nina Vetter, City Manager Date

For IAFF, Local 1062:

Kevin Larson, IAFF President Date

Approved as to Form:

City Attorney's Office Date