

Memorandum of Agreement
Between
City of Gresham
And
International Association of Fire Firefighters Local 1062

Re: Overtime Eligibility While on Kelly Day

Background: In November of 2021, the parties agreed to explore the feasibility of making shift personnel eligible for overtime during their 24-hour assigned Kelly Day. Kelly Days are scheduled days off without pay. Currently, Article 16 – Work Schedule of the Collective Bargaining Agreement (CBA), and more specifically 16.2 Kelly Days states: With the exception of a general recall of all personnel, employees are not eligible for overtime during the 24-hour assigned Kelly Day.

In efforts to minimize mandated overtime, the City posts voluntary overtime opportunities. The parties seek to permit employees on a schedule Kelly day to submit for voluntary overtime on their scheduled Kelly day as set forth below.

Recitals:

1. The City and IAFF are parties to a 2019-2022 collective bargaining agreement.
2. 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. Effective during the term of this agreement, employees are eligible to work overtime during their 24 hour assigned Kelly day contrary to Article 16.2 of the collective bargaining agreement.
2. This MOA applies to all Gresham Fire & Emergency Services (GFES) personnel assigned to a 24/48-hour work schedule or the Alternative Work Schedule Pilot program, referred to as a 1-3, 2-3 work schedule, as of April 1, 2022. This includes Shift Investigators.
3. The implementation costs are anticipated to remain de minimis, as another employee would be required to work overtime at a similar rate of pay.
4. This MOA shall not reduce Kelly Days, as detailed in Article 16.2.
5. The Fire Department Labor Management Committee will routinely discuss the impacts, challenges, and successes of the MOA on reducing overtime order backs, at their regularly occurring meetings.

- 6. The Fire Department Labor Management Committee and/or Staffing Committee shall finalize the administrative rules and application of the MOA.
- 7. 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 ORS 243.672, and any claims arising under the Employment Relations Board’s jurisdiction.
- 8. The City reserves the right to terminate this MOA, with 10 days written notice, should it become aware of any conflict with federal or state FLSA laws, rules, or restrictions, without further grievance or duty to bargain. Overtime previously scheduled beyond the 10 days included in the written notice will be canceled and reassigned.
- 9. 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.
- 10. This agreement expires on June 30, 2022, unless the parties agree to an extension. This agreement does not set precedent, unless otherwise amended by the collective bargaining agreement.


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:

 4/17/2022

Kevin Larson, IAFF President Date

Approved as to Form:

City Attorney's Office Date