

Letter of Agreement

The Parties to this Letter of Agreement are the City of Portland (City), on behalf of the Portland Fire & Rescue (PF&R) and the Portland Fire Fighters' Association, IAFF Local 43 (PFFA or Union), (collectively, "Parties").

Background

1. The City and the Union are parties to a collective bargaining agreement effective July 1, 2019, to June 30, 2023 (the CBA).
2. The Union is the sole collective bargaining representative on behalf of employees working in classifications listed in Schedule A of the CBA.
3. On or around October 7, 2021, the Parties entered into a Memorandum of Understanding (MOU) related to mandatory callback shifts ("Mandatory Callback Agreement").
4. On August 23, 2022, the Union provided a notice of intent to terminate the MOU with thirty days' notice. The Bureau issued EOPS Memorandum 22-12 to advise staff that effective September 22, 2022, the mandatory policy would no longer be in effect and the bureau would return to the prior practice for filling vacancies when voluntary sign-up lists are exhausted.
5. On October 18, 2022, the Bureau provided notice to employees that effective November 3, 2022, an amended version of the mandatory policy would be implemented.
6. The Parties now wish to amend Exhibit A of the Mandatory Callback Agreement and update the terms as set forth below.

Agreement

1. The Parties agree to implement an amended Mandatory Callback Agreement, as described in Exhibit A, as soon as practicable.
2. The Parties agree that they will integrate the terms of the Mandatory Callback Agreement, as described in Exhibit A, in their successor bargaining agreement.
3. The Parties agree that front line PF&R apparatus (Engines, Trucks, Rescues, Squads, Quints) shall not be shut down for any length of time during the life of this Agreement, specifically for the purpose of preventing mandatory callbacks. This Agreement in no way limits the Bureau's right to shut down apparatus or stations for emergencies or other unforeseen incidents.
4. As part of their official compensation, members are permitted to use City-paid water to wash their personal vehicles as a part of their permitted leisure time. When this LOA is signed and passed by City Council, the Chief will effectuate this official compensation by rescinding Chief's Memo 22-01. PFFA agrees to dismiss with prejudice its current grievance over car washing practices. For all other parts of members' official compensation which involve similar fringe benefits, the parties agree to discuss those matters during continuing successor negotiations.
5. When this LOA is signed and authorized by City Council, the City will provide an incentive payment of \$100.00 per voluntary callback shift worked under the following terms:
 - a. The eligible period for the incentive will be the period between the date this Agreement is signed by the Parties through June 30, 2023.
 - b. The incentive will be applied to all voluntary callback shifts, including partial and full shifts.
 - c. The incentive will apply only when ALL vacancies have been filled for the day through voluntary callbacks.

6. Effective upon authorization of the Agreement, the Bureau will provide a “clean slate” and remove all previous and pending counseling and disciplinary action for Mandatory Callback refusals and PFFA will dismiss with prejudice its related grievances.
7. The parties agree that this Agreement, with exception of the provisions explicitly identified to be integrated into the successor bargaining agreement, will expire on June 30, 2023.

For the City:

Cathy Bless, Chief Human Resources Officer

Date

For the Bureau:

Sara Boone, Fire Chief

Date

For PFFA:

Isaac McLennan

Date

President, Portland Fire Fighters' Association, IAFF Local 43

Approved to Form:

City Attorney

Date

MANDATORY CALLBACK POLICY

PURPOSE

1. To ensure adequate daily staffing of all resources, Portland Fire and Rescue may mandate members to work.
2. The mandatory callback program works in conjunction with the daily staffing and assignment of members through the normal process of volunteering for callback coverage.

POLICY

Daily Staffing:

1. Battalion Headquarters (BHQ) staff will hire members according to classification and certification to ensure full staffing of the on-duty suppression force.
2. CrewSense notification of in-class vacancies may be sent up to 72 hours before the shift if there are insufficient callback volunteers for the following day.
3. Any vacancies in daily staffing will be filled using the following resources in order:
 - a. Traveling firefighters, paramedics, and officers.
 - b. Acting positions (follow CBA).
 - c. Callback volunteers using the CrewSense staffing program.
 - d. Out of class volunteers. Battalion Chiefs may work out of class as a BLS company officer if predetermined to be qualified by C103's office.
 - e. Mandatory callback (MCB) list. The member in the first call position will be notified by phone of their mandatory callback by BHQ.
4. BHQ can staff mandatory callbacks up to 72 hours in advance. Hiring in advance would be preceded by messages sent indicating vacancies and hiring out of class.

Mandatory Callback List:

1. A MCB list will be generated using either FIS or the staffing system.
2. The MCB list will be sorted first by least number of callback hours worked, where all callback hours including short notice callbacks (SCB), regular callbacks (RCB), partial callbacks (PCB), holiday callbacks (HCB) and partial holiday callbacks (PHCB) are included, and then by reverse seniority in classification.
 - a. PCB hours will be applied at a rate of 2x, to a maximum of 24 hours per PCB, towards MCB list rankings.
3. The MCB list will be zeroed two pay periods following the Fall reset.
 - a. All callback hours worked between the Fall reset and the MCB reset will apply to MCB rankings following the reset.

Mandatory Callback Calculation:

1. The least senior member of the job classification with the fewest total callback hours will be the first member to be hired to cover a MCB. BHQ will continue down the MCB list (next least senior member with fewest callback hours) until all vacancies are filled.
2. The members on the off shift will be selected first from the MCB list.

3. Members that have been off for an extended leave (6 weeks or more), excluding vacation, shall be averaged into the MCB List.

Rest Accommodation:

No member will be compelled to work 96 consecutive hours or more. A member can volunteer to work callback shifts up to 96 consecutive hours.

Replacement Members:

1. Any member compelled to work by BHQ may either work the MCB or relieve themselves of such duty by finding a suitable replacement member (like certification and job classification).
2. Members who find a trade for the MCB must decide which ONE of them gets credit for working the mandatory hours and communicate that information to BHQ by phone call and email. A "hold over" does not count toward mandatory hours.

Exemptions:

1. Members who are on approved leave of 12 hours or more for the next regular shift will be exempt from a MCB.
2. Members must be signed up for leave prior to 2000 on the day immediately preceding the MCB notification to be exempt from assignment.
3. Members who are on the following leaves will be exempted from MCB at the time of the leave. Upon return to service, they will be added back to the MCB list in their respective location on the list.
 - a. Military Leave
 - b. Sick Leave
 - c. Injury Leave
 - d. Kelly Day
 - e. Parental Leave
 - f. FMLA
4. Members will be exempt from a MCB on the calendar day immediately following a MCB that they worked.
5. Members will be exempt from MCB on the calendar day immediately following a voluntary callback.
6. Allow members to opt out from all call backs, including mandatory callbacks for 365 days, except when in mandatory mode during daily staffing. In this situation, opt out members may volunteer to cover mandatory shifts. The member must notify BHQ of their willingness to take the shift. This does not preclude City's ability to call back per Greater Alarm and Callback Staffing Procedures GO3.
 - a. Twelve opportunities per shift (1 extra BC per shift, if needed)
 - b. Annual enrollment, but anyone may apply for 365-day opt-out if shift capacity is not yet met
 - c. Consider minimum staffing for specialties
 - d. Specialties may not have more than 25% of their membership opted-out per shift including harbor pilots
 - e. Any amendments must be mutually discussed in the presence of Labor Relations

- f. If no changes can be mutually agreed upon by labor and management, status quo will remain
- g. If not, all classification counts are utilized, their remaining spots will be reallocated to the next most senior member with a pending request.
 - i. FF- 6
 - ii. FFE- 2
 - iii. BLS- 2
 - iv. ALS- 1
 - v. Pilot- 1
 - vi. BC- 1
 - 1. If not used by a BC, this number is not reappropriated to the other classifications

Specialty Groups:

- 1. Specialty members are not exempt from mandatory hiring outside of specialty programs.
- 2. Specialty team personnel will receive MCBs to meet the specialty team needs as approved by the Division Chief of Operations.
- 3. Any vacancies for specialty groups will be filled using the following resources in order:
 - a. Hire from voluntary callback list
 - b. Detail certified members
 - c. Hire acting positions if available
 - d. Hire "out of class" members
 - e. Utilize the MCB list to hire in-program specialty group personnel

MCB Refusals:

This policy lists exemptions to eligibility for MCBs. If a MCB is refused, a determination will be made by the C103's office whether the refusal meets a listed exemption.

PF&R Rules and Regulations 500.27 states: *Punctuality is required of all members. Failure to report for duty or to place of assignment at the time specified will be considered cause for disciplinary action.*

Consequences based on each refusal occurrence within a rolling 36 month period:

- 1. Coaching on policy along with written Target Solutions message
- 2. Counseling about expectations per GO55
- 3. Oral reprimand
- 4. Written reprimand
- 5. Written reprimand with trade time privileges removed for 6 months
- 6. One 24-hour shift suspension for each additional refusal up to 10 refusals
- 7. Over 10 occurrences may result in further progressive discipline