

2nd AMENDED LETTER OF UNDERSTANDING

BETWEEN

IAFF LOCAL 55 AND CITY OF OAKLAND

The parties agree the terms of this letter of understanding are consistent with the current Memorandum of Understanding, Fire Department policy and procedures, City policy and the Civil Service Rules.

City of Oakland is experiencing a severe staffing shortage of Firefighter/Paramedic personnel. The purpose of this Letter of Understanding is to assist the City in addressing this shortage by providing the opportunity for bargaining unit members in the rank of probationary Firefighter to volunteer to serve in the acting rank of Firefighter/Paramedic, for so long as the acting assignment does not adversely affect their entry probationary period of Firefighter.

The City of Oakland and International Association of Fire Fighters, Local 55 agrees to the following terms:

1. ACTING ASSIGNMENT

For the duration of this Letter of Understanding, a bargaining unit member currently in the rank of probationary Firefighter who meets the minimum qualifications to serve in the higher rank of probationary Firefighter/Paramedic (pursuant to MOU Section 2.1.2) may be appointed to act in the higher rank assignment of probationary Firefighter/Paramedic. This acting assignment may be shift by shift or long term, at the discretion of the Firefighter. A bargaining unit member so appointed shall be placed at the Firefighter/ Paramedic step equivalent to that attained as a probationary Firefighter.

2. ENDING ACTING ASSIGNMENT

A bargaining unit member acting in the higher rank of probationary Firefighter/Paramedic (pursuant to paragraph 1 above) shall no longer be permitted by the Fire Department to act in the higher rank if they demonstrate by objective evidence difficulty fulfilling the skills and/or abilities of the Firefighter or Firefighter/Paramedic rank.

3. COMPLETION OF PROBATIONARY PERIOD

A bargaining unit member acting in the higher rank of probationary Firefighter/Paramedic may voluntarily step down to the rank of probationary Firefighter at any time at his/her option. A probationary Firefighter who has acted in the higher rank of probationary Firefighter/Paramedic and returned to probationary Firefighter only duties shall be required to successfully complete his/her probationary period within eighteen (18) months.

A probationary Firefighter who served in the higher rank of probationary Firefighter/Paramedic and is having difficulty successfully completing their entry probationary period for Firefighter or who voluntarily steps down, shall be granted the additional time for an extended probationary period equal to the time acting in the higher rank of Firefighter/Paramedic. For example, a probationary Firefighter who acted in a long term assignment in the higher rank of probationary Firefighter/Paramedic for three (3) months and returned to the rank of probationary Firefighter shall be required to successfully complete his/her probationary period in twenty-one (21) months.

4. PROMOTION TO FIREFIGHTER/PARAMEDIC

A probationary Firefighter, who has acted in the higher rank of probationary Firefighter/Paramedic and successfully completed their probationary period within eighteen (18) months, and served in the higher rank of probationary Firefighter/Paramedic for six (6) months, shall be exempted from serving an additional six (6) months' probation to be promoted to the rank of Firefighter/Paramedic.

A probationary Firefighter, who has acted in the higher rank of probationary Firefighter/Paramedic and successfully completed their probationary period within eighteen (18) months, and served in the higher rank of probationary Firefighter/Paramedic for less than six (6) months, on a long term assignment, shall be required to complete the balance of a Firefighter/Paramedic probationary period consistent with the IAFF MOU Article 4.1.2.

5. PROBATIONARY STATUS

The IAFF and City agree that the opportunity for a Firefighter to serve in the higher rank of acting Firefighter/Paramedic will not affect his/her status during the probationary period, and that any probationary release under the terms of this agreement is subject to Rule 6 of the Civil Service Board Personnel Manual.

6. DISPUTE RESOLUTION

Any disputes about the interpretation or application of this Letter of Understanding except probationary release (as stated in paragraph 5) shall be subject to and resolved pursuant to the Grievance Procedure contained in MOU Article 10.

7. PAY STATUS – FIREFIGHTER ON PROBATION

For those employees hired as Firefighter who are seeking to work in the capacity of Firefighter/Paramedic, the following terms regarding their pay shall apply as follows:

During the first thirty (30) day field accreditation period, probationary firefighter receives no paramedic or acting paramedic pay.

Once accredited at the Basic Paramedic Level and during the two (2) to six (6) month field training period, the probationary firefighter receives no paramedic or acting paramedic pay.

After becoming accredited at an Advanced Paramedic Level, a probationary firefighter will be paid at the appropriate higher class rate of a Firefighter/Paramedic when acting in a higher class position as a Firefighter/Paramedic.

8. PAY STATUS – FIREFIGHTER OFF PROBATION

During the first thirty (30) day field accreditation period, the Firefighter will not be paid as a Firefighter Paramedic.

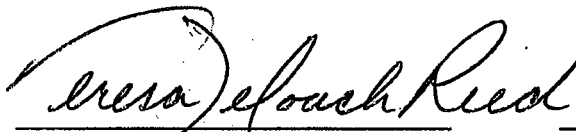
Once accredited at the Basic Paramedic Level, if the firefighter agrees to take the flex staffing position as a Firefighter Paramedic (in other words accepts the promotion to Firefighter Paramedic), the Firefighter Paramedic will be paid at the appropriate Firefighter Paramedic rate during the two (2) to six (6) month field training period.

Once accredited at the Basic Paramedic Level, and the firefighter chooses not to accept the position of Firefighter Paramedic, the Firefighter will not be paid at a Firefighter Paramedic rate during the two (2) to six (6) month field training period.

9. After becoming accredited at the Advanced Paramedic Level, the firefighter will be paid at the appropriate higher class rate of a Firefighter Paramedic when acting in a higher class position as a Firefighter Paramedic.

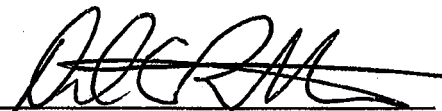
10. TERM OF THE LETTER OF UNDERSTANDING

This Letter of Understanding shall remain in effect for six (6) months.



Fire Chief Teresa DeLoach Reed

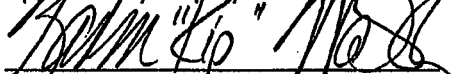
Date: 9-13-16



Daniel Robertson, IAFF President

Date: 14 SEPT 16

Approved by Employee Relations



Karen "Kip" Walsh, Employee Relations

Date: 9/14/16