

MEMORANDUM OF UNDERSTANDING (MOU)

Between the
CITY OF GRESHAM
and the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1062

Re: Lateral Entry Firefighters

Background: The purpose of this Memorandum of Understanding (MOU) is to allow for and establish a process to recruit lateral entry firefighters for current full-time positions within the City of Gresham and IAFF bargaining unit. There is nothing currently outlined in the parties' 2023-2027 Collective Bargaining Agreement (CBA); this agreement will allow for this recruitment to commence in 2024 filling vacant FTE within the Gresham Fire and Emergency Services team.

Recitals:

- a. The parties amended this MOU per paragraph 20 because some provisions required revisions.
- b. The MOU executed in November 2024 on this subject is rescinded and replaced with this MOU as described below.

Agreement: The parties agree to the following terms:

1. Effective and Termination Dates.

The terms of this agreement are effective on July 1, 2024, and this agreement is considered executed on the date of the last signing party. This agreement terminates upon execution of the next successor CBA.

2. Minimum Qualifications for Lateral Entry

To be eligible for lateral entry employment, applicants must meet the following:

- a. Possess not less than eighteen (18) calendar months of full-time experience as a firefighter. Credit will only be given for fully, completed calendar months of service. A full month is defined as the 1st through the last day of the calendar month. For example, if applicant was hired at their current employer on January 2nd, service will not be credited for the month of January, since the employee did not serve a full calendar month.
- b. Be currently certified as a paramedic in any state. Must be eligible to be certified as a working paramedic in Multnomah County within twelve (12) months of the employee's hire date. Establishment and cost of reciprocity from another state to Oregon is to be done at the responsibility of the paramedic.
- c. Possess a valid Candidate Physical Ability Test (CPAT) certification within the last twelve (12) months of the opening date of the Gresham job opening. CPAT may be completed with NTN or PST.
- d. Possess a National Firefighter Protection Association (NFFA) Firefighter 1 certification or equivalent.
- e. Possess a Valid state driver's license.

- f. Possess a high school diploma or have passed the General Education Development (GED) tests (college coursework in fire science preferred).

National Testing Network (NTN) or Public Safety Testing (PST) will not be required of applicants.

3. Recruitment Process

The City will conduct the following recruitment process, listed in order, prior to selecting and hiring a lateral entry employee:

- a. Application review
- b. Personal history questionnaire (PHQ)
- c. Interviews
- d. Reference checks, background investigations, medical and psychological exams, cleared drug screening, and driving record review, after a conditional offer of employment is given.

The recruitment process and hiring of a lateral entry firefighter is at the City’s sole discretion.

4. Schedule for Abbreviated Fire Academy

All lateral employees must successfully complete an abbreviated fire academy. The City will determine whether an employee successfully completes the abbreviated fire academy. The abbreviated fire academy will consist of the following:

Week(s)	Duration	Brief Description
1	One week	City of Gresham onboarding
2-7	Six weeks	Academy
8	One week	Testing, clean-up, and graduation

5. Apparatus Operator Academy

After completing the abbreviated fire academy, lateral employees must also complete a three (3)-week Apparatus Operator Academy class within twelve (12) months of hire. To successfully complete the Apparatus Operator Academy, lateral entry firefighters must complete the firefighter task book, attend and pass the Apparatus Operator (AO) academy and complete the AO task book.

6. Post-hire Certifications

The lateral entry firefighter must become certified as a working paramedic in Multnomah County within twelve (12) months of the employee’s hire date. Successful completion of probation requires completion of the abbreviated academy and the apparatus operator academy as well as becoming a certified paramedic in Multnomah County (inclusive of the GFES Paramedic FTO Program). Establishment and cost of reciprocity from another state to Oregon is to be done at the responsibility of the of the paramedic.

7. Salary Schedule Placement

Placement within the firefighter classification on the salary schedule is based on the lateral entry firefighter’s full-time experience as defined in section2 above, up to a maximum of forty-eight (48) completed months.

Lateral Full-Time Experience	Firefighter Step	Compensation
18-24 months	Step 2	Appendix D of current collective bargaining agreement
25-36 months	Step 3	
37-48 months	Step 4	
>48 months	Step 4	

8. Paramedic Pay

Lateral entry firefighters who are certified as a paramedic will be paid a salary premium of 10% of their base pay per Article 18.5 starting on their date of hire.

9. Sick Leave Credit and Accruals

A minimum of seventy-two (72) hours of sick leave will be credited upon the first day of the abbreviated academy, up to a maximum of ninety-six (96) hours upon confirmation from the lateral entry firefighter's immediately preceding employer. For example, if they have eighty (80) hours of unused sick leave accrued with their previous employer, only eighty (80) hours of sick leave will be credited. If they have more than 96 hours, up to ninety (96) hours of sick leave will be credited. Gresham Fire will send a verification of employment form to their previous employer two weeks prior to the first day of the recruit academy.

The accrual of additional sick leave shall begin on the lateral entry firefighter's date of hire at the rate of ten (10) hours per full calendar month of completed employment in accordance with Article 12.1 Sick Leave.

10. Vacation Credit and Accruals

Upon receipt of verification, up to ninety-six (96) hours of vacation leave will be credited to their vacation leave bank, with confirmation of balance from the lateral entry firefighter's previous employer, following the same methodology as described above in section 9 - Sick Leave Credit and Accruals. Lateral entry firefighters may start using vacation at the completion of six (6) months of service with the department.

Accrual of additional vacation leave/credits will be earned at date of hire in accordance with the table in Article 14.1 Fire Suppression Accrual. Placement in the accrual table is based on the lateral entry firefighter's full-time experience as defined in section 2 above, up to a maximum of forty-eight (48) completed months.

Lateral Full-Time Experience	Annual Shifts Accrued	Annual Hours Accrued	Monthly Hours Accrued	Maximum Carryover Limit (x2 annual rate)	Retiree Intent: Maximum Carryover Limit (x3 annual rate)
18-48 months	6	144	12.00	288	432
>48 months	6	144	12.00	288	432

11. Trade Time

Lateral entry firefighters will be eligible for trade time at six (6) months with Battalion Chief approval and in accordance with Article 12.9 and department policy and procedures.

12. Seniority and Longevity

The seniority date and longevity salary increase date for a lateral entry firefighter will be based on their date of hire with the city. There will be no longevity or seniority credit awarded for a lateral entry firefighter's experience served at a different organization.

13. Wellness Leave

Lateral entry firefighters will receive wellness leave hours in accordance with Article 12.8 Wellness Leave, which will be prorated based on their date of hire. Lateral entry firefighters may start using wellness leave at the completion of six (6) months of service with the department.

14. Holidays

Lateral entry firefighters will receive additional vacation leave per year in lieu of holidays, in accordance with Article 13.1 Suppression Employees, which will be prorated from their date of hire.

15. Lateral Probationary Period

The lateral probationary period shall be 12 months per Article 9.1 – Entry Probationary Period. Prior to completion of the probationary period, employees may be discharged at any time without cause or appeal rights. Articles 10 and 11 shall not apply to this lateral entry firefighter discipline or discharge that occurs during the probationary period.

Employees who do not pass their probationary period because they lacked the requisite skills/abilities and are either (1) terminated by the City, or (2) resign in-lieu of termination for not passing probation, will have their unused accrued vacation and pro-rated unused accrued in-lieu of holiday hours cashed out and paid as part of their final paycheck. In-lieu of holiday hours will be prorated in the same manner as a regular status fire suppression employee who separates from employment during a calendar year, as described in Article 13.1.

Probationary employees who separate from City employment for any reason other than the reason described in the paragraph directly above will not have unused accrued vacation or pro-rated unused accrued in-lieu of holiday hours cashed out as part of their final paycheck, including, but not limited to, employees who do not pass probation for misconduct and/or rule violations, or employees who voluntarily resign for other employment or personal reasons.

16. Medical Expense Reimbursement Plan (MERP)

Lateral entry firefighters will be eligible to participate in the Medical Expense Reimbursement Plan in accordance with Article 17.7, after successful completion of their lateral probationary period.

17. Promotion

Lateral entry firefighters who wish to be considered for promotion to lieutenant must have completed five (5) years in the Operations Division with Gresham Fire Department as a firefighter within sixty (60) calendar days of the closing date on the job announcement. Lateral firefighter

experience served at a prior jurisdiction will not be counted. Article 8.1 applies to lateral firefighters who want to be considered for promotion to lieutenant.

18. Additional Terms

Except as explicitly outlined in this MOU, all pay, benefits, and working conditions will default to the parties' 2023-2027 collective bargaining agreement, and applicable City policies and procedures. If there are any conflicts between this MOU and the parties' CBA, or the City's policies and procedures, then this MOU will govern. Where this MOU is silent on topics addressed by the parties' CBA or the City's policies and procedures, then the CBA or the City's policies and procedures will govern, in that respective order, if consistent with this MOU.

19. Entire Agreement

This MOU constitutes the entire agreement between the parties on the subject matter contained in this MOU and supersedes all prior or contemporaneous written or oral understandings or agreements, representations, or communications of every kind on the subject. The parties agree they are not relying on any promises or representations other than what is stated in this MOU.

20. Amendments

Any amendment to this agreement must be in writing, signed by authorized representatives of the parties, and must specifically state that it was intended to amend this agreement.

21. CBA Incorporation

By signing below, the parties agree to incorporate the terms of this MOU into the current CBA. This agreement does not require ratification and is effective upon execution by the parties below.

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

FOR THE CITY:

Derik Minard

Digitally signed by Derik Minard
Date: 2025.01.23
08:31:09 -08'00'

Derik Minard, Interim Fire Chief

FOR THE ASSOCIATION:

Kevin Larson

Digitally signed by Kevin Larson
Date: 2025.01.21
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Kevin Larson, Local 1062 President

Eric Schmidt

Digitally signed by Eric Schmidt
Date: 2025.01.24
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Eric Schmidt, City Manager

**sherisa
davis-larry**

Digitally signed by sherisa davis-larry
Date: 2025.01.24
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Approved as to form
Gresham City Attorney's Office