

**Memorandum of Understanding  
Between  
City of Gresham  
and  
International Association of Fire Firefighters Local 1062**

Re: Article 18.3 Final Step Advancement

This Memorandum of Agreement (MOA) is made by and between the City of Gresham (City) and the International Association of Firefighters, Local 1062 (Union).

**RECITALS**

- On February 3, 2020 the Association initiated a grievance at a labor-management meeting when the Association spoke with Administrative Chief Lewis about the merit dates for the 2015 Fire Academy graduate class. The Union alleged the City had violated Article 18.3 of the Collective Bargaining Agreement (Agreement) between the parties by failing to move employees to the top step of the salary schedule on their fifth anniversary date of hire;
- The Association interpreted Article 18.3 as requiring the City to move employees to the last step of the salary schedule on the fifth anniversary of their hire date.
- It is the City’s position that Article 18.3 requires newly hired employees to be moved to the next step on the salary schedule after completion of the recruit academy and probation, i.e. after 15-months of employment, and at 12-month intervals thereafter with the fifth anniversary step movement being the final step increase from step 5 to top step.
- The parties have reached agreement to resolve this dispute and desire to confirm the terms of their agreement.

**AGREEMENT**

The parties agree to the following:

1. The City shall retroactively place the following employees of the 2015 Fire Academy class, on the top step of the salary schedule effective February 2, 2020 based on the Union’s interpretation of Article 18.3. Retroactive step increase payments at top step will provide pay at top step for the time between February 2, 2020 and April 23, 2020.
  - Ronald Carranza
  - Steven Hartsock
  - Taylor Lee
  - Joel Pagano
  - Jeffrey Teeter

2. Employees hired as Firefighters on February 15, 2016 (the 2016 Academy Class) and September 18, 2017 (the 2017 Academy Class) will progress through the salary schedule to step 5 on annual step increase dates from the date they finished the Fire Academy except for the final step movement will occur based on the Association's interpretation of Article 18.3. The final step increase from Step 5 to top step for these two Academy Classes will occur at five years from the employee's date of hire, specifically set forth below:
  - 2016 Academy Class Step 5 to top step will occur on February 15, 2021
  - 2017 Academy Class Step 5 to top step will occur on September 18, 2022.
3. All other employees hired as Firefighters after the signing of this MOA shall progress through the salary schedule, including the top step of the salary schedule, based on the City's interpretation of Article 18.3, with newly hired employees being moved to the next step on the salary schedule after completion of the recruit academy and one year probation, i.e. after 15-months of employment, and to subsequent steps at 12-month intervals thereafter. Movement from Step 5 to top step will occur 12-months from the date the employee moved to Step 5.
4. Article 18.3 will be revised and replaced as set forth in Attachment A to this MOA to clarify that the City's interpretation will apply to all employees who are not listed in Section 1 and 2, above. The language in Attachment A will also be incorporated into the parties' successor CBA.
5. This MOU expires when both parties have complied with the terms of this Agreement.

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

**For the City:**

/s/ Mitch Snyder  
Mitch Snyder, Fire Chief

\_\_\_\_\_  
Date

**For IAFF, Local 1062:**

/s/ Kevin Larson  
Kevin Larson, IAFF President

7/16/2020  
Date

Approved as to Form:

/s/ Sherisa Davis-Larry  
City Attorney's Office

7/24/2020

Date

**ATTACHMENT A**

18.3 SCHEDULE MOVEMENT

New Firefighters will be appointed and paid a training pay rate that is 10% below Step 1 of the salary schedule during the duration of the recruit academy. Firefighters will advance to Step 1 of the salary schedule after completion of the academy.

An employee shall be eligible to advance on the salary schedule after completing both the recruit academy and their 12 month probationary period. At the successful completion of **the recruit academy and** probation, the employee will advance by ten & one-half percent (10.5%) (new employees only). Thereafter the employee will advance **on the salary schedule** at five percent (5%) **annual step** increments **on the anniversary date of their completion of both the recruit academy and their probationary period.** ~~until they reach step 5 of the range. Employees will move to the last step of the schedule by their fifth anniversary in accordance with this section.~~ The final increase **from step 5 to top step** may be more or less than five percent (5%).