

**IAFF LOCAL 55 AND THE CITY OF OAKLAND FIRE DEPARTMENT  
MEDIATED GRIEVANCE SETTLEMENT  
NOVEMBER 18, 2015**

**IAFF STAFFING GRIEVANCES**

The IAFF Local 55 filed eight (8) grievances with the City of Oakland Fire Department. The parties agreed to mediate the grievances through the California State Mediation and Conciliation Service in advance of the Step 3 decisions.

GRIEVANCE NO. 1 – filed on July 14, 2015

In the [REDACTED] 2015 grievance, the IAFF alleged that on [REDACTED], 2015, based on policy breaches and lack of adherence to overtime rules, [REDACTED] was placed in a mandatory job on [REDACTED], 2015 which resulted in [REDACTED] being placed in another mandatory job on [REDACTED], 2015. [REDACTED] did refuse the job on [REDACTED], 2015 but IAFF alleged that [REDACTED] should never have been in the position to be placed in a mandatory job in the first place on [REDACTED], 2015 or [REDACTED], 2015. IAFF alleged that this was in violation of Telestaff Policy: 400.17, and the following Memorandum of Understanding (MOU) Articles: 4.5.6, 4.5.26, 4.6, and Overtime Sworn Policy 400.9, 4.6.3, 4.8.3.

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GRIEVANCE NO. 2 – filed on August 5, 2015

The IAFF alleged that on August 3, 2015, four (4) members were detailed out of their stations to serve as interviewers for the entry level oral boards. Each of the four members was gone from their station for nine and one-half (9.5) hours. This was allegedly in violation of Article 4.2.4.1 Companies and Bargaining Unit Members Out of Service which requires that members not be out of service for more than eight (8) hours.

GRIEVANCE NO. 3 – filed on August 10, 2015

The IAFF alleged that on August 5, 2015, four (4) members were detailed out of their stations to serve as interviewers for the entry level oral boards. Each of the four members was gone from their station for eight and one-half or nine (8.5 or 9) hours. This was allegedly in violation of Article 4.2.4.1. Companies and Bargaining Unit Members Out of Service which requires that members not be out of service for more than eight (8) hours.

GRIEVANCE NO. 4 – filed on August 10, 2015

In this grievance the IAFF alleged that on August 6, 2015, two (2) stations were each staffed by three (3) instead of four (4) members for nine (9) hours. This was allegedly in violation of Article 4.2.4. Fire Suppression Staffing which requires that all fire engines be staffed with a minimum of four (4) members.



GRIEVANCE NO. 5 – filed on August 20, 2015

The grievance alleged that on August 14, 2015, the Fire Department's chronic understaffing led to multiple violations of the Memorandum of Understanding (MOU). MOU Article 4.2.4. Fire Suppression Staffing requires that all fire engines be staffed with a minimum of four (4) members, and Station No. 7 was staffed with three (3) members for two (2) hours. MOU Article 2.8.4.4. Promoted Paramedic Support Assignments requires that a member of the Paramedic Support Pool (PSP) not be tasked with working a "dual role", yet a PSP member worked a dual role at Station No. 13. The Union alleged that both of these MOU violations result from the underlying violation of MOU Article 2.8.4.5 City's Commitment which requires that the City hire the budgeted number of firefighter paramedics, using reasonable efforts. The Union stated that the fact that weekly MOU violations related to understaffing have become a weekly occurrence demonstrates that reasonable efforts to hire paramedics have not been made.

GRIEVANCE NO. 6 – filed on October 13, 2015

The IAFF alleged in this grievance that on October 11, 2015, Station No. 4 was understaffed by one (1) member for nine and one-half (9.5) hours. The Union asserted that this was a foreseeable occurrence and the department should have been able to staff the station adequately, and was in violation of MOU Article 4.2.4 Fire Suppression Staffing.

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GRIEVANCE NO. 7 – filed on November 4, 2015

In this grievance, the IAFF alleged that due to chronic understaffing the City failed to staff Station 23 with four (4) members as required, and that the station was staffed with three (3) members for eight (8) hours.

GRIEVANCE NO. 8 – filed on November 8, 2015

The IAFF alleged that due to chronic understaffing the City violated the MOU on November 7, 2015, by leaving Station 12 staffed with three (3) rather the required four (4) members for seventeen (17) hours. The Union further alleged that every overtime medic in the Fire Department was working involuntarily, and that when a vacancy occurred the department did not fill the vacancy in accordance with its own procedures. The Union stated that the fact that weekly MOU violations related to understaffing have become a weekly occurrence demonstrates that reasonable efforts to hire paramedics have not been made.



## **TERMS OF GRIEVANCE SETTLEMENT**

The IAFF Local 55 and the City of Oakland Fire Department agreed to resolve through mediation the eight staffing grievances dated above, as follows:

1. Hiring Commitment – OFD agrees to make every reasonable and good faith effort to reach a staffing level of at least 470 (four hundred seventy) represented sworn members, with a staffing level of at least 83 (eighty-three) paramedics, by December 31, 2016. It is the intent of OFD to assign the sworn members to address minimum staffing levels.

In the event OFD is unable to achieve a sworn staffing level of 470 members by December 31, 2016, OFD will ensure there will be sufficient City of Oakland firefighter/paramedic trainees to graduate from an Oakland firefighter/paramedic academy and achieve the staffing level stated in No. 1 above by April 30, 2017.

2. Paramedic Program Commitment – Success with the paramedic program staffing is reliant upon the training and support given by Fire Administration paired with the ability of the Firefighter Paramedic candidate(s) to assimilate required knowledge and demonstrate core competencies in order to become fully accredited in the rank.  

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Fire Administration agrees to meet the target of 83 Paramedics subject to the following conditions:

- a. The IAFF and OFD agree to each encourage paramedics to participate in the Accreditor Program, with the goal of having at least 16 (sixteen) accreditors. The IAFF and OFD agree to include the terms of this agreement in their monthly meeting, and shall discuss any delays in the accreditation process and/or loss of volunteer accreditors.
  - b. If Fire Administration can show appropriate effort has been made to advance employees to the training and accreditation phase, and that employees are not able to meet requirements of the program due to issues outside the control of Fire Administration, IAFF and OFD agree to meet and discuss on how to reduce the required staffing goals according.
3. Unanticipated Circumstances – In the event the OFD is unable to achieve the hiring commitments contained in Section 1 and 2 above due to unanticipated circumstances (e.g. loss of airport contract), the IAFF, OFD and Employee Relations will meet to discuss alternatives. The OFD and IAFF agree that normal attrition is not an unanticipated circumstance.
  4. Payment to IAFF – The City of Oakland agrees to make a \$3,810 (three thousand eight



IAFF Local 55 AND City Of Oakland Fire Department  
Mediated Grievance Settlement  
November 18, 2015

4. Payment to IAFF – The City of Oakland agrees to make a \$3,810 (three thousand eight hundred and ten dollars) one-time payment to the IAFF Local 55. The \$3,810 payment is based upon sixty-three and one-half (63.5) hours at \$60.00 (sixty dollars) per hour. The IAFF will distribute the money to its membership as the grievance remedy, in the form and the amount determined as appropriate by the Union.
  5. Nullify Pending Discipline for [REDACTED] – Within seven (7) calendar days of the effective date of this agreement, OFD shall withdraw in writing to [REDACTED] and the IAFF, the pending discipline referenced in Grievance No. 1 above.
  6. Effective Date of the Agreement – The effective date of the agreement is the date the City Administrator signed the agreement.
  7. Dispute Resolution – Should a dispute arise regarding the interpretation, application, or implementation of this grievance settlement, the IAFF and OFD agree to submit the dispute to a State Mediator from the California State Mediation and Conciliation Service. If mediation is unsuccessful, the IAFF may submit the dispute to arbitration.
  8. Non-Precedent Setting – The City of Oakland and IAFF agree that the execution of this grievance settlement shall not be a precedent for the resolution or settlement of any future charge, complaint, grievance or lawsuit in any adjudication matter.
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9. Oversight of this Agreement – OFD will report monthly to the City Administrator's Office (CAO) on the status of OFD hiring and attrition of firefighters. Upon IAFF request, the CAO, OFD and IAFF will review monthly progress reports toward the hiring goals described in No. 1 above. OFD will provide the IAFF the December 2015 report by January 31, 2016. The monthly reports will be provided until April 30, 2017.



