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DAVID G. GATES - FIRE CHIEF

TO: MAYOR & CITY COUNCIL
FROM: DAVID GATES, FIRE CHIEF
SUBJECT: WILDLAND DEPLOYMENT MOU
DATE: AUGUST 25, 2020
CC:

The City of Pocatello entered into an agreement with Idaho Department of Land(IDL) under the Idaho Cooperative Mobilization Agreement (ICMA)2018-2022, to provide fire resources, when available, under fee for service contract to neighboring jurisdictions within and outside of the state.

Most frequently the resources provided are structural engines for structure protection assignments of which Fire Staff is the certifying body. As a result, the majority of our policies, procedures, guidelines and the Collective Bargaining Agreement(CBA) have focused on the structural engine assignments perspective.

The agreement also affords for wildland engine assignments of which IDL is the certifying body. The current fire policies, procedures, guidelines and CBA are in conflict with the IDL wildland policies. Thus, Local 187 has agreed to temporarily waive any current policy, procedure, guideline or section of the CBA which would be in conflict with the ICMA specific to IDL wildland assignments.

This MOU if approved will allow the department to provide a Wildland Severity Engine, stationed in Pocatello, at the request of the US Forest Service (USFS). The USFS will cover all staffing costs as well as pay for the utilization of the wildland engine. The MOU will allow the department to deploy on other potential wildland assignments, if requested, and time to update the conflicting policies and contract language.

Fire Staff recommends City Council authorizes the MOU with Local 187 and authorizes the Mayor to sign.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2020, by and between the City of Pocatello, a municipal corporation of the State of Idaho (hereinafter referred as "the City"), and the Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, (hereinafter referred to as the "Local 187").

WHEREAS, the US Forest Service, a member agency of the National Wildfire Coordinating Group (NWCG), approached the Pocatello Fire Department regarding the need to staff an additional Type 6 Initial Attack wildland fire resource within their district due to extreme fire danger in the local area; and

WHEREAS, NWCG has different staffing requirements for wildland apparatus than the Pocatello Fire Department; and

WHEREAS, Local 187 has a very limited number of personnel that meet the staffing requirements of the NWCG; and

WHEREAS, staffing to meet NWCG requirements utilizing current PFD personnel would be in violation of the Collective Bargaining Agreement, as well as multiple Standard Operating Guidelines; and

WHEREAS, this is a time sensitive request, fulfillment of which is in the best interest of the Pocatello Fire Department, Local 187, and the Public at large; and

WHEREAS, it is impractical to make permanent changes to the applicable articles of the CBA and SOG's for a temporary problem.

NOW THEREFORE, in consideration of the above, Local 187 and the City will agree to the following:

1. Temporarily suspend all requirements in the Collective Bargaining Agreement (CBA) and Standard Operating Guidelines (SOG) pertaining to the specific fulfillment of this particular request.

2. The requirement of CBA Article 12 Section C "Call back and overtime work shall be distributed as equally as possible when at all feasible" shall be suspended solely to allow for the fulfillment of the staffing requirements of the NWCG, provided that the Pocatello Fire Department provide a standard means for it to be distributed.

3. The requirement of CBA Article 13 Section A "Any firefighters shall work at the position of their rank, if possible" shall be suspended solely to allow firefighters of a lower rank who meet the requirements of NWCG Engine Boss to be able to work out of classification while on assignment. The intent of this is not to allow them to receive WOOC pay, but to allow them to temporarily supervise on the apparatus.

4. The requirement of CBA Article 25 Prevailing Rights "All Rights and privileges held by the employee at the present time, which are not included in this agreement, shall remain in force" shall be suspended solely with regard to staffing of this apparatus and associated command structure, provided that industry best practices and applicable industry standards are followed.

6. SOG 5409 be temporarily amended to include "Supervises in the role of Engine Boss, if qualified, during NWCG (National Wildfire Coordinating Group) assignments on type 6 engines".

7. SOG 5410 be temporarily amended to include "Supervises in the role of Engine Boss, if qualified, during NWCG (National Wildfire Coordinating Group) assignments on type 6 engines".

8. SOG 5411 be temporarily amended to include “Supervises in the role of Engine Boss, if qualified, during NWCG (National Wildfire Coordinating Group) assignments on type 6 engines”.

9. SOG 5412 be temporarily amended to include “Supervises in the role of Engine Boss, if qualified, during NWCG (National Wildfire Coordinating Group) assignments on type 6 engines”.

10. SOG 5413 be temporarily amended to include “Supervises in the role of Engine Boss, if qualified, during NWCG (National Wildfire Coordinating Group) assignments on type 6 engines”.

11. SOG 5912 be temporarily amended to include “NWCG (National Wildfire Coordinating Group) Assignments- If requested shall be filled with one type 6 (Brush) engine staffed by 2 overtime personnel that are Red Card qualified, one of which must be Engine Boss qualified. It may include additional staffing of one person, if they are currently working on an active Engine Boss task book.”

12. All other articles of the CBA and provisions of SOG’s be retained, however if an article or provision is found to be in conflict with this agreement it shall be discussed and agreed upon prior to implementation in relation to this agreement.

13. Local 187 agrees to the immediate implementation of this agreement upon passage by the union body and waives the right to grieve the specific items of this agreement under Article 26 of the CBA from the time implemented until voted on by the City Council at the September 3, 2020 Regular City Council meeting. If approved by the City Council, this agreement will be in place until December 1, 2020, unless mutually agreed upon to be terminated or extended. If not approved by the City Council, Local 187 will immediately cease all actions contained herein.

14. All provisions of this agreement are specific to the US Forest Services Pocatello Severity assignment 2020 and other wildland deployments under Idaho Department of Lands, Idaho Cooperative Mobilization Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH NEWSOM, City Clerk

FIREFIGHTERS UNION, LOCAL #187

ANDY MOLDENHAUER, President

ADAM DAVIS, Vice-President