



Snohomish County Fire District #5

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ORIGINAL

Memorandum of Understanding **Between** **SCFD#5 and IAFF Local 2781**

Regarding Hours of Work

This memorandum of Understanding (“MOU”) is entered into by and between the International Association of Firefighters, Local 2781 (the “Union”) and Snohomish County Fire District #5 (the “District”) (collectively, the “Parties”).

Section 1 – Purpose of the MOU

- 1.1 – The District and the Union are parties to a Collective Bargaining Agreement (“CBA”), with a term of January 1, 2021, through December 31, 2023.
- 1.2 – The District would like to transition to a 24-hour shift schedule, if feasible. The Union shares this interest. Article 6, section 6.7 of the CBA provides for a 24-hour shift schedule as an option- although no District employees are currently assigned to this schedule.
- 1.3 – The Parties recognize a variety of staffing challenges in moving to a 24-hour shift schedule. These staffing challenges include the current part-time staffing shortfalls and the higher call volumes that occur Friday through Sunday.
- 1.4 – The District and the Union have worked together through the Labor Management Committee to address staffing shortfalls that occur Friday through Sunday.
- 1.5 – Based on the foregoing, the Union and the District agree it is in their mutual best interest to enter into this MOU, subject to the terms and conditions set forth herein.

Section 2 – Logistics Regarding a Transition to 24-Hour Shifts

- 2.1 – Hours of Work. If the District chooses to assign Union employees to a 24-hour shift schedule per Article 6 of the CBA, the terms of this Section 2 shall apply for the duration of this MOU.
- 2.2 – Scheduling Kelly Days. The Parties agree no Kelly Days shall be scheduled on a Friday, Saturday, or Sunday.

Section 3 – Duration of this MOU

3.1 – This MOU shall expire on December 31, 2023, or the effective date of the Parties successor CBA, whichever occurs first.

Section 4 – Other MOU Terms

4.1 – By signing below, the Parties agree that the above represents their full and entire agreement with respect to the subject matter of this MOU. In addition, this MOU does not waive either party’s right to bargain over wages, hours, and working conditions as provided by statute and other applicable laws. Additionally, nothing contained in this MOU shall be deemed to set precedent or constitute past practice – and shall not be relied on as evidence of past practice in any future proceeding.

4.2 – Section 6.3 of the CBA limits the frequency in which the District may change shift schedules and assignments to “no more frequently than ninety days.” Due to the mutual desire of the Parties to implement 24-hour shift schedules and assignments, the Local hereby agrees to a one-time agreement to relinquish the ninety-day requirement as outlined in section 6.3.

4.3 – The Parties will discuss the implementation timeline of the 24-hour shift arrangement through the labor-management process in an effort to minimize the disturbance to the Parties.

Section 5 – Effective Date

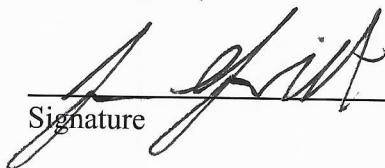
5.1 – The Parties agree this MOU shall have an effective date upon the gathering of the last approval signature.

For the Union:

For the District:

Jason Gwilt Unit 5 VP 6/8/23
Printed Name, Title Date

 6/12/2023
Seth Johnson, Fire Chief Date


Signature