

**East Jefferson Professional Firefighters  
IAFF Local 2032  
PO Box 905  
Port Townsend, WA 98368**



**Memorandum of Understanding  
By and Between  
East Jefferson Fire Rescue (JCFPD#1) and IAFF Local 2032**

**BACKGROUND:** East Jefferson Professional Firefighters (IAFF Local 2032) is requesting to change from the current work schedule to a 48/96 work schedule. The alternate schedule will be implemented on a one (1) year trial basis. Work schedule compression is currently one of the most widely used ways of addressing a positive work-life balance. During the trial basis, the administrative staff and the Union will evaluate the benefits of the new shift schedule versus the previously utilized shift schedule. The Fire Chief will report to the Fire Commissioners regarding evaluation outcomes on a monthly basis.

**Section I: Implementation**

1. Effective January 1, 2020, East Jefferson Fire Rescue will implement, on a trial basis, the 48/96 work schedule. The trial period will be in effect until midnight, December 31, 2020 (unless Section I, Subsection 2, is exercised). The trial period will allow both the Employer and the Union to accurately evaluate the merits of the work schedule throughout a calendar year.
2. If during the trial period the Employer and/or Union believe the schedule is having a negative impact or not meeting anticipated deliverable measures (see Appendix A), the schedule will revert to the previous work schedule.
3. No later than October 1, 2020, the Employer and the Local will determine the outcomes of the trial period and if the parties wish to continue with the 48/96 shift schedule past December 31, 2020.

**Section II: Work Schedule**

1. The 48/96 shift schedule is a three-platoon system in which each employee will work two (2) consecutive twenty-four-hour shifts for a total of forty-eight hours, and have ninety-six consecutive hours off duty. A typical work schedule is as follows: X = work day, O = day off XXOOOOXXOOOO (cycle repeats).
2. A "shift" will consist of a 24-hour period.
3. Employees assigned to a modified (day-shift) work schedule will not be affected by this agreement.
4. Overtime will be in accordance with the current Collective Bargaining Agreement.

## **Section IV: Scope**

1. This agreement is in no way meant to change modify the IAFF Local #2032 Collective Bargaining Agreement other than what is agreed upon by this or a subsequent and/or companion agreement. This agreement is only meant to change the scheduled work days. The annual hours of work shall remain 2,520. All benefits and privileges will remain unchanged. In the event of an inconsistency between the terms and conditions of this agreement and the CBA, the terms and conditions of the CBA shall prevail.

## **ARTICLE MODIFICATIONS**

### **ARTICLE 13- BASIC RATE OF PAY**

SECTION 1. For the purpose of calculating the hourly rate of pay which shall apply to excess hours of work (overtime), the established monthly salary of each employee shall be multiplied by twelve (12) to obtain the annual salary, which shall then be divided by the total number of contracted hours.

SECTION 2.

A. For 24-hour dual role shift personnel the total number of contracted hours shall be reduced to 2520 hours per year. This reduction in hours will be accomplished through the use of Kelly Days.

B. For 24-hour single role shift personnel the total number of contracted hours shall be 2920 hours per year. Any hours worked in excess of 40 hours in a 7-day period shall be paid at the rate of time and a half.

SECTION 3. For twelve (12) hour shift personnel the total number of contracted hours shall be reduced to 2520 hours per year. This reduction in hours will be accomplished through the use of Kelly Days.

SECTION 4. For 8-hour dayshift personnel the total number of scheduled hours shall be 2080 hours per year.

SECTION 5. Specifics are further spelled out in Article 17 "Hours Worked".

### **ARTICLE 17 – HOURS OF WORK**

SECTION 1. Shift change for 24-hour shift members shall be at 0800 hours. The cycle for 24-hour shift members shall consist of 48 hours on duty, 96 hours off duty.

SECTION 2. The work schedule for all 8-hour dayshift members shall be 40 hours in a 7-day work period.

A. The schedule for 8-hour dayshift staff shall be 8 hours on, Monday through Friday.

B. Members assigned to an 8-hour dayshift shall perform scheduled duties during hours assigned by the Chief.

C. During this scheduled work period there shall be an hour lunch break, and two 15-minute breaks.

SECTION 3. Members assigned to a 12-hour shift shall perform scheduled duties during hours as assigned by the Chief.

A. The schedule of 12-hour shift employees shall be 4 shifts on in a 7-day work period.

B. Any hours worked over the employee’s scheduled 12-hour shift shall follow contract

C. If the need of a 12-hour employee arises the position will be open annually for voluntary assignment by seniority and class as described by the employer. If vacant lowest seniority shall be assigned.

D. At no point will there be more than three members, from the January 1, 2015 bargaining list, assigned to the 12-hour shift schedule.

SECTION 4. Employees shall have the right to exchange shifts. Request for Leave/Shift Trade forms must be completed and approved by the Chief.

SECTION 5. Employees may bid for shifts once per contract cycle. The District will provide a staffing matrix, identifying how many Lieutenant’s, Paramedics, and Firefighters per shift. The Local members will bid starting with the most senior member and working their way down the seniority list.

SECTION 6. Members shall be given 30 days’ notice, prior to moving shifts, with the exception of an emergency situation, or both parties agreeing to a shorter timeline.

SECTION 7. To allow members to take their accrued time off, a total of three dual role members per shift will be allowed off at any one time, including Kelly days and vacation, providing it does not drop staffing below the established department standard. This could include 2 people on vacation and one on a Kelly day, or 2 persons on Kelly days and one on vacation. The maximum number of persons off per classification is: two (2) paramedics, one (1) Lieutenant or (2) Firefighters (Lieutenant/Paramedics count as both a lieutenant and a paramedic). No more than one single role member may use leave per day, regardless of classification.

**ARTICLE 25 – VACATION**

SECTION 1. Each member shall be granted vacation leave in accordance with the following, after completion of one year of service from the date of hire. For the purpose of vacation leave only, the hire date will be prorated to the preceding January 1st after the first of the year.

12/24 Hour Shift

8 Hour Days

After 1 year 5 shifts/120 hours

After 1 year 80 Hours

After 2 years 6 shifts/144 hours

After 3 years 120 Hours

12/24 Hour Shift

8 Hour Days

After 4 years 7 shifts/168 hours

After 8 years 160 Hours

After 6 years 10 shifts/240 hours

After 12 years 200 Hours

After 11 years 12 shifts/288 hours

After 18 years 240 Hours

After 16 years 14 shifts/336 hours

SECTION 2. When an employee is transferred from one work schedule to another work schedule, their accrued vacation and accrual rate shall be adjusted by the appropriate conversion factor.

SECTION 3. No more than one hour may carry-over from one year to the next. Any unused

Vacation and/or Holiday Hours on the last pay period of the year shall be dispersed by the following methods:

A. Vacation and/or Holiday Hours will be multiplied by the affected employee's regular hourly wage and 50% will be added to the said employee's next paycheck.

B. The remaining 50% will be deposited into the said employee's VEBA account.

SECTION 4. Members shall schedule their accrued leave (vacation, holiday and non-prescheduled K-Days) no later than December 15th of the present working year. Accrued leave shall be granted upon the seniority basis. There shall be two rounds of scheduling of up to a maximum of 50 % accrued leave for each round. All non-prescheduled K-Days must be chosen during this time. Any leave scheduled after December 15th shall be on a first come, first serve basis, depending on the requested time off. The following days are not eligible for usage of accrued leave by any member: Thanksgiving Day, Christmas Eve, and Christmas Day. Shift trades and scheduled Kelly days are the exception to the rule.

SECTION 5. Upon termination or retirement, the employee shall be compensated for any unused Vacation and or Holiday time following the same procedure outlined in SECTION 3.

**ARTICLE 26 – HOLIDAYS**

SECTION 1. 40 hour per week employees shall receive these days-off.

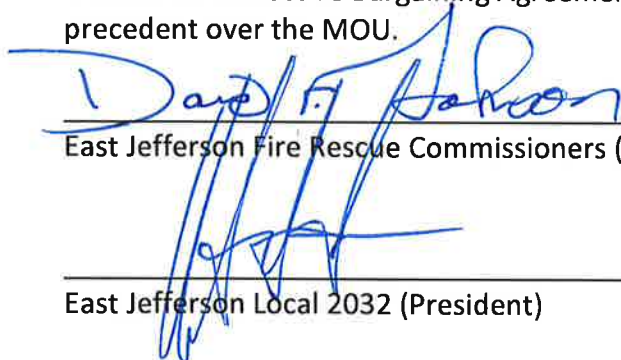
- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day

- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- Floating Holiday

SECTION 2. Each 24-hour employee shall be granted 96 hours of holiday leave annually, on the Jan 5th paycheck after completion of one year of service. Accrued but unused holiday leave will be treated in the same manner as unused vacation hours according to Article 25.

Section 3. In the event that a shift is scheduled to work both Christmas Eve and Christmas Day, the 48 shall be split with another shift to avoid putting any one shift on for both days. For example, if A shift is scheduled to work December 24 and 25, either B or C shift shall trade 24 hours and work one of the days. This exchange will be equally rotated between the shifts when this occasion reoccurs. This shall be decided by December 15<sup>th</sup> of the previous year to permit advanced scheduling.

If there is a Collective Bargaining Agreement (CBA) that is approved after this agreement is signed it will take precedent over the MOU.

  
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 East Jefferson Fire Rescue Commissioners (Co-Chairman)

11-20-2019  
 \_\_\_\_\_  
 Date


\_\_\_\_\_

11/20/19  
 \_\_\_\_\_  
 Date

Due to the effect of COVID-19 on our 2020 data set, this MOU shall be extended through 2021.

DocuSigned by:  
  
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 FDF89FC395784F7  
 East Jefferson Fire Rescue Commissioners, Chair

12/23/2020  
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 Date

DocuSigned by:  
  
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 842119E52E8B44B  
 East Jefferson Local 2032, President

12/17/2020  
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 Date

Appendix A:

2020 48-96 Shift Schedule

Evaluation Measures & Anticipated Deliverables

Criteria:

- Sick Leave Utilization
- Dedicated Training Hours
- Number of Inspections Completed (Quantity)
- Number of Pre-Fire Plans Completed (Quantity)
- Time Committed to Projects/Programs
- Environmental Impacts (Commute Reduction)
- Policy and Guideline Impacts
- Morale\*
- Fatigue\*
- Communication\*
- Duplication of Work\*

(\* Subjective Measure or Metric)

Evaluation Assumptions and Criteria:

- Sick leave usage: Has the utilization of sick leave decreased or increased? Evaluation data will include a comparison of 2018 and 2019 sick leave use.
- Projects: Is having two continuous days to work on projects at the station more efficient and/or effective? Does the shift schedule allow for an employee to set-up the necessary materials/items to work continuously for two days without having to tear-down? Another anticipated benefit is the continuity of communication with the public by affording the opportunity for follow-up with on the second day if the employee is unable to make contact on the first day.
- Fire Inspections/Pre-Fire Planning: Does the shift schedule have a positive or negative effect on business inspections and pre-fire planning programs as the shift schedule provides each shift an average of seven (7) weekdays on-duty per month? The ability for all assigned company level inspections and pre-fire plans to be completed within the established timelines should be attained.
- Fatigue: There is a potential for higher levels of short-term fatigue on the second shift, this may be balanced by the decrease in long-term fatigue due to more frequent four-day rest periods.

- **Training:** Working two consecutive days may allow crews to make up training on the second day if unable to complete drills on the first day. Training improvements may include greater crew continuity and cohesion.
- **Cost Savings and Environmental Impacts:** With the high costs of fuel and the push for “greener environment”, there may be an opportunity to save fuel costs and reduce the impact on environment. The assumption is the shift schedule would reduce the negative effects on the environment including pollution and congestion based on the reduced number of commute trips by an employee.
- **Communication:** There would be half as many shift changes between crews, which could mean less opportunity for information to be lost in transmission. If the same crew was in charge of the station/apparatus two days in a row, they should be able to maintain or repair equipment as assigned.
- **Duplication of work:** There are certain daily tasks that take place each shift that are repetitive, but necessary for shift changes. Some of these daily tasks could be modified if the same shift worked two days in a row, which would free up more time for training or other important activities.
- **Flexibility:** One shift working two days consecutively may give the company officer more flexibility to plan and carry out shift objectives. If the first shift is very busy, crews would still have the following day to follow up with tasks that were incomplete instead of passing it off to the next crew. For example, personnel could take care of all station work duties in the morning of day one, and prevention activities in the afternoon. They could then spend all morning on day two training and then take the afternoon of the second day for individual projects or making up for anything missed.
- **Holdover and shift relief:** The schedule may benefit the District due to the reduction of overtime costs due to shift change issues. Since there would be half as many shift changes, this creates half the amount of opportunities for late calls, waiting for relief from another station, or other situations that mean paying an employee overtime to wait at the station for his/her relief. This also could include paying overtime to employees involved in a fire or other time-consuming emergency that occurs near shift change time. These instances could be reduced by the schedule.
- **Morale:** Many of the departments that switched to the schedule in part due to reports of improved morale among other departments working the schedule. Departments found that an overwhelming majority of employees working the 48/96 schedule were very satisfied with the work schedule. Many have attributed the increase in morale due to firefighters being more motivated to come back to work after having four days off, as well as the decrease in long-term fatigue. Conversely, the opportunity does exist for some personnel to be opposed to the shift schedule modification. This measure may be captured by utilizing an anonymous employee survey monthly/quarterly.
- **Policy and Guideline Impacts:** A switch to the 48/96 work schedule will require modifications to current District policies and guidelines. Since each 24-hour period would still be considered one shift, no changes would need to be made to staffing policies.