

Amendment to Memorandum of Understanding

RE: 48/96 Schedule Change

By and Between
City of Bellevue
and
International Association of Fire Fighters Local #1604

This Amendment to the Memorandum of Understanding (Amendment) is entered into by and between the City of Bellevue (City) and the International Association of Fire Fighters Local #1604 (Union), representing both the Firefighters and the Battalion Chiefs and their respective contracts, (collectively, the City and the Union are referred to as the “Parties”) to amend the Parties’ current agreement regarding the 48/96 trial and will be incorporated, by reference, as part of the original 48/96 Schedule Change MOU (48/96 MOU) executed by the Union on September 26, 2022 and the City on September 28, 2022.

1) PURPOSE

Both the City and the Union have a mutual interest in completing a trial of the 48/96 platoon schedule. At the request of the Fire Chief, both Parties have worked to come to an agreement on the terms of a trial. This Amendment is made to meet the goals of both parties.

2) AGREEMENT

A. The Parties agree to replace section 2.c (Vacation Scheduling) of the 48/96 MOU in its entirety with the following:

“c) Vacation Scheduling

For the 2024 Vacation Scheduling, a process similar to the current vacation pick process will be used, with a couple of adjustments to accommodate the 48/96 schedule.

- **Round 1:** Candidates will schedule one two-shift set per quarter, by strict seniority. This will account for a total of eight 24-hour shifts of a combination of Holiday and Vacation hours.
- **Round 2:** The balance of any Vacation hours (that were or are anticipated to be accrued during the current calendar year) and the projected Holiday hours for next year will be scheduled, by strict seniority. Round 2 picks will be selected as two-shift sets, if an employee has an odd number of days to select in Round 2, one day may be selected as a single. Carryover Vacation hours will be scheduled in Round 4.
- **Round 3:** Kelly days will be scheduled, by strict seniority. One Kelly day per FLSA period will be required.
- **Round 4:** Any unused Vacation days carried over will be scheduled, by strict seniority.

The coding of each day selected off will be determined at the end of the vacation selection process, regardless of which Round the day was selected.

When a shift is required to work both December 24th and December 25th, there will be a modification to the schedule as follows: The shift originally scheduled to work the 22nd of December will work on the 24th and the shift originally scheduled on the 24th of December will work on the 22nd.”

- B. All other terms and conditions of the 48/96 MOU, including Trial Duration (2.a), Terminology (2.b), AM Shift Impacts (2.d), 48/96 Shift Safety/Workload Management Considerations (2.e), Leave Usage (2.f), SOP Application (2.g), FLSA Periods (2.h), Modified Detroit Schedule to 48/96 Schedule Scheduling Adjustments (2.i), Precedent (3), Dispute (4), and MOU Duration (5) remain unchanged.

3) PRECEDENT

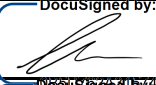
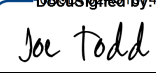
The Parties agree that this Amendment shall not establish a precedent of any kind, nor shall this Amendment have any evidentiary value, whatsoever, in any disagreement between the City and the Union which does not directly involve this specific issue. The Parties agree that during the term of this Amendment, in the event of a conflict between the Collective Bargaining Agreements and this Amendment, the terms of this Amendment shall control.

4) DISPUTE

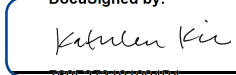
The Parties agree that any dispute regarding a violation of this Amendment shall be resolved through the grievance arbitration process in accordance with the Collective Bargaining Agreements between the Parties.

5) AMENDMENT DURATION

This Amendment will be in effect from the date of signing through the conclusion of the trial of the 48/96 schedule change.

Name	Representing	Signature	Date
Andrew Oltman, President	IAFF Local 1604		11/7/2023
Joe Todd, Dep. City Mgr.	City of Bellevue		11/7/2023

Approved as to form:


 Kathleen Kline, Assistant City Attorney

Memorandum of Understanding

RE: 48/96 Schedule Change

By and Between

City of Bellevue

and

International Association of Fire Fighters, IAFF Local #1604

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Bellevue (City) and the International Association of Fire Fighters Local #1604 (Union), representing both the Firefighters and the Battalion Chiefs and their respective contracts, (collectively, the City and the Union are referred to as the “Parties”).

1) PURPOSE

Both the City and the Union have a mutual interest in completing a trial of the 48/96 platoon schedule. At the request of the Fire Chief, both Parties have worked to come to an agreement on the terms of a trial. This MOU will touch on the needed specifics for both Parties to complete a trial of the new schedule. The platoon schedule will revert back to the status quo at the conclusion of the trial, unless both Parties mutually agree otherwise.

2) AGREEMENT

a) Trial Duration

Following execution of this MOU by both Parties, the trial will commence on January 1st, 2023, and run for 24 months, concluding on December 31st, 2024. Both Parties will review the effectiveness of the trial in the fall of 2023 prior to the commencement of the 2024 vacation selection process, with the Parties meeting to discuss trial progress and bargain any potential adjustments and/or changes to the trial. Commencing in the fall of 2024, the Parties will commence bargaining to determine whether to make the 48/96 schedule change permanent – with a goal of offering a final determination by November 1st, 2024, to facilitate scheduling for 2025.

b) Terminology

- i) Modified Detroit Schedule** – Bellevue Fire Department current work schedule: A,B,A,C,A,C,B,C,B
- ii) 48/96 Schedule** – Two consecutive 24-hours shifts, followed by four consecutive 24-hours days off: A,A,B,B,C,C.
- iii) 24-hour Shift** – A 24-hour period of work, beginning at 0800 and concluding at 0800 the following calendar day (0700 to 0700 for the Battalion personnel)

- iv) **48-hour Work Period** – Two consecutive 24-hour shifts.
- v) **Set** – In a 48/96 schedule, one 48-hour Work Period (two consecutive 24-hour shifts) is considered a set, whereas in a Modified Detroit schedule three consecutive 24-hour shifts is considered a set.

c) Vacation Scheduling

For the 2023 & 2024 Vacation Scheduling, a process similar to the current vacation pick process will be used, with a couple of adjustments to accommodate the 48/96 schedule.

- **Round 1:** Candidates will schedule one two-shift set per quarter, by strict seniority. This will account for a total of eight 24-hour shifts of a combination of Holiday and Vacation hours.
- **Round 2:** The balance of any Vacation and Holiday hours will be scheduled, by strict seniority. Carryover Vacation hours will be scheduled in Round 4.
- **Round 3:** Kelly days will be scheduled, by strict seniority. One Kelly day per FLSA period will be required.
- **Round 4:** Any unused Vacation days carried over will be scheduled, by strict seniority.

The coding of each day selected off will be determined at the end of the vacation selection process, regardless of which Round the day was selected.

When a shift is required to work both December 24th and December 25th, there will be a modification to the schedule as follows: The shift originally scheduled to work the 22nd of December will work on the 24th and the shift originally scheduled on the 24th of December will work on the 22nd.

d) AM Shift Impacts

i) Shift Change/Roll Call

Shift change and Roll Call will continue to occur daily at 0800 for those currently scheduled at 0800, per the current practice. For those assigned to the Battalion 101 Office, shift change and Roll Call will continue to be scheduled at 0700, per the current practice.

ii) Detailing

Given the current contracted work week and scheduling practices, it is expected that the assigned crew will occasionally vary in between 24-hour shifts. For the purpose of payroll simplicity, members detailing from one station to another will be at the conclusion of the first 24-hour shift of a 48-hour work period. The member being relieved by the detailing member will be eligible for overtime compensation for any hours worked outside of regularly scheduled hours. In summary, the first shift will hold over until the arrival of the second shift.

iii) Daily Apparatus & Equipment Checks

Daily apparatus checks will continue as is current practice for the first half of a 48-hour work period. However, there will be some streamlining of required apparatus and equipment checks for the second 24-hour shift, unless there is a change in assigned personnel for a given position. If a personnel change occurs for the 2nd 24-hour shift at a given position, a normal apparatus and equipment check will be completed for the given position.

iv) Grooming & Breakfast

The time period between the hours of 0700-and 0800 at the end of the first 24-hour shift will be typically set aside for grooming and breakfast.

v) Apparatus Washing

Apparatus washing will occur after 0800 at the start of the second 24-hour shift, and prior to 0800 at the conclusion of the second 24-hour shift.

e) 48/96 Shift Safety/Workload Management Considerations

i) Company Officers and/or Battalion Chiefs may modify the daily routine for companies on the second shift of the 48-hour work period in the event of extended nighttime activities that might warrant an atypical, extended rest period or an adjustment to scheduled activities. Adjustments and/or modifications that impact any pre-scheduled training or platoon activities will be coordinated through the on-duty Battalion Chief.

ii) On a long-term basis, Fire Administration shall strive to schedule high intensity, physically demanding training, drills and activities on the first shift of the 48-hour work period when it can be reasonably accommodated. Fire Administration shall also strive to try and schedule lower intensity training, drills, and activities on the second shift of the 48-hour block of two shifts when it can be reasonably accommodated.

iii) Both Parties acknowledge that managing workload and specifically, managing the scheduling of high intensity training is a long-term goal, with varying obstacles and logistical challenges to overcome. Both Parties will utilize the ongoing Labor/Management process to work through challenges to managing the impacts of workload and high intensity drills with the 48/96 schedule.

iv) Evaluators participating in a departmental testing/promotional process will be relieved from duty and placed on Administrative Leave at 2000 hours on the day prior to the promotional testing.

f) Leave Usage: Sick Leave, Emergency Leave, Shift Trades

To assist with the impacts of transitioning between the scheduling changes, the following applies:

i) Sick Leave

Employees working on a 48/96 schedule will manage their sick leave as if they were managing sick leave usage on two separate 24-hour shifts.

Employees can use a partial shift (same as current practice), a full 24-hour shift, or up to the entire 48-hour work period. If the employee is on sick leave for the entirety of the first 24-hour shift of the set, their second shift would begin at 0800. Early relief prior to that second shift will not result in a savings of sick leave, unless required by law.

ii) Shift Trades

To minimize the impacts of the trial, the limits on shift trade balance hours shall be increased from 144 to 168. Also, the number of shift trade hours allowed in a calendar month shall be increased from 72 to 96. It is the Parties' intent that both of these shift trade changes be in effect only for the duration of the trial.

g) SOP Application/Modification

Standard Operating Procedures of the Bellevue Fire Department (SOPs) that conflict with the changes required by the trial, as set out herein, will be suspended or modified for the duration of the trial to give effect to the provisions of this MOU. The Parties agree to highlight important areas of agreement that are necessary for proper implementation of the trial ahead of time. As the trial progresses, both Fire Administration and the Union will collect and work through potential SOP revisions that would be required should the scheduling change be made permanent and develop the appropriate edited SOPs. Such SOP changes would be implemented before a permanent schedule change from the Modified Detroit to the 48/96 occurs. The Parties agree to discuss ongoing trial observations, any collected data, and operational issues at a quarterly meeting of the Parties. The intent of both Parties is to continue to operate and manage the organization through the SOPs.

h) FLSA Periods

FLSA periods will change from a 27-day period to a 24-day period.

First day of the new FLSA period:

- A Platoon will be on January 7, 2023
- B Platoon will be on January 3, 2023
- C Platoon will be on January 5, 2023

Kelly Day Scheduling

- With a 27-day (13.5 periods per year) period, the number of Kelly days are outlined in the collective bargaining agreements, and are scheduled as one Kelly day per period, and one additional Kelly day per quarter.
- With a 24-day (15.2 periods per year) period, the number of Kelly days are outlined in the collective bargaining agreements, and will be scheduled as one Kelly day per period and one additional Kelly day in the first six (6) months and one in the second six (6) months of the year. If the number of

Kelly days changes as a result of a collective bargaining agreement, the parties will meet and determine how to incorporate the change.

i) Modified Detroit Schedule to 48/96 Schedule Scheduling Adjustment

To minimize impacts on the employees and the organization, and to decrease FLSA Overtime costs, both Parties agree to meet and develop an adjusted schedule for the start of 2023 to mitigate the impacts of the schedule change.

3) PRECEDENT


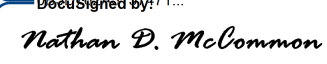
The Parties agree that this MOU shall not establish a precedent of any kind, nor shall this MOU have any evidentiary value, whatsoever, in any disagreement between the City and the Union which does not directly involve this specific issue. The Parties agree that during the term of this MOU, in the event of a conflict between the Collective Bargaining Agreements and this MOU, the terms of this MOU shall control.

4) DISPUTE

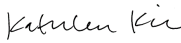
The Parties agree that any dispute regarding a violation of this MOU shall be resolved through the grievance arbitration process in accordance with the Collective Bargaining Agreements between the Parties.

5) MOU DURATION

This MOU will be in effect from the date of signing through the conclusion of the trial of the 48/96 schedule change.

Name	Representing	Signature	Date
Andrew Oltman, President	IAFF Local 1604	 <small>DocuSigned by:</small>	9/26/2022
Nathan McCommon, Dep. City Mgr.	City of Bellevue	 <small>DocuSigned by: Nathan D. McCommon</small>	9/28/2022

Approved as to Form:


DocuSigned by:

Kathleen Kline, Assistant City Attorney