

MEMORANDUM OF UNDERSTANDING

by and between

CITY OF SEDRO-WOOLLEY

and

SEDRO-WOOLLEY FIREFIGHTERS UNION #1983, I.A.F.F.

The intent of this MOU is to provide THIS MEMORANDUM OF UNDERSTANDING (“memorandum”) appeals provisions to the 2020-2022 agreement by and between the CITY OF SEDRO-WOOLLEY and SEDRO-WOOLLEY FIREFIGHTERS UNION #1983, I.A.F.F. (the “agreement”) as follows:

Section 23.3 (New section) – Elective Training Hours Accrual

Intent - The purpose of this MOU is to allow additional educational opportunities for members without causing staffing and/or overtime issues for the City.

Definitions:

Elective training – relevant firefighter/paramedic educational opportunities that are voluntary and not currently covered under this agreement. Some example of elective training could be as followed; firefighter or EMS skills training/instruction, officer development, personal health and wellness. Elective training is subject to approval by fire chief or designee.

Continued Medical Education (CME) that meets criteria shall follow article 23. Applicable firefighter trainings that are required under State RCW to maintain or certify for a standard (IE. FF1, Haz Ops, ext.) and is a requirement by the employer shall follow article 23 and 10. Mandatory training is to comply with article 10.

Elective Training Hours Bank – time accrued while attending an approved elective training. Hours will be tracked using scheduling/payroll process similar to Vacation, Holiday, CompTime, and Sick Leave accrual and will show up on employee’s payroll sheet.

Elective Training Accruals Bank – amount of hours available for time off and showed under accruals on payroll sheet at the regular rate hour for hour and not overtime.

FLSA work period – As defined in article 10.

Elective Training approval procedure –

Employee - A employee shall request for approval of an elective training through CrewSense or other process agreed by employer and bargaining unit. The employee will submit course title with short description, course contacts, and the total amount of hours requested. Requests shall

be made 96 hours prior to start of course. The employer can approve/deny the elective training request on a case by case bases if submitted within the 96-hour window. Requests shall not create staffing shortages per section 10.3 of CBA. Maximum 20 hours per FLSA work period. If approved elective training hours exceed 20 hours for a given FLSA period the employee can request for the additional hours/work off within that FLSA cycle so long as it does not reduced staffing per section 10.3 (see example 1), subject to approval.

Employer – The employer, shall review and approve/deny the elective training within 96 hours (4 business days) hours after being submitted. If no response from employer then the default is to decline the requested elective training. The elective training hours will be accrued under employee accruals and displayed on the payroll sheet. The employer can cancel employees training and callback employee in the event of emergency.

Time off requests using Elective Training Hours -

Employee – An employee can request to use their elective training hours accrual as time off on future scheduled shifts that have more than 2 firefighter/paramedics scheduled. Approved time off shall be taken in blocks of 4 hours (4,8,12,16,24). Employees can also substitute elective training hours accrual for future approved time off, hour for hour (IE. Vacation, Holiday, Comp)(see Example 2). Time off requests should be submitted 48 hours prior to requested time off. Employees shall have all accrued elective training hours scheduled by November 1st of the current year. Employees can have elective training and time off schedule post November 1st so long as the member has zero (0) hours of elective training hours accrued on December 31st of the current year. If a member fails to attend the approved elective training and has elective training hours scheduled as time off, the employee must cancel the approved time off or use accrued vacation, holiday, comp hours as substitute (see example 3).

Employer – The employer shall review and approve all requests for time off or substitute within 24 hours after the employee's request for time off. If employees have a remaining balances in the elective training hours accrual bank come November 1st, then the employer can mandate time off to ensure the employee has a zero (0) hours in elective training hours accrual bank come December 31st of the current year. If an employee has taken time off that was to be used by elective training hours accrual but does not have the appropriate amount of hours accrued the employer will debit the employees accrual (comp, holiday, vacation) in that order to cover. If the employee has zero hours and/or an inadequate amount of hours in any of the accrual banks the employer may mandate the employee to work the hours that were taken off (see example 4). If for some reason employer does not ensure the employee has a zero (0) balance on December 31st then the residual would be cashed out at that time at the overtime rate.

Duration – The duration of this MOU shall be from time of signing to December 31st, 2022. The bargaining unit and/or City may cancel this MOU for any reason so long as it is presented in writing. If an employee has elective training hours accrued at the time of canceling of this MOU the City will pay the employee per section 10.4 of the CBA.

Examples –


Example 1 - An employee requests for 40 hours of elective training in a FLSA cycle. The employee can take off a 24 hr shift within that FLSA cycle where 3 firefighters/paramedics are scheduled and then have 16 elective training hours added to their Elective Training Accrual Bank to be used at any time within the year.

Example 2 - An employee is approved for 8 hours of elective training. After attending the course and hours are applied to accrual bank, the employee can substitute those hours off. The employee has been approved for a 24 hour shift off, 8 hours will be used from the elective time off accrual and the remaining 16 hours off are from a time off bank the employee requests (IE. Vacation, Holiday, CompTime).

Example 3 – An employee is approved for 8 hours of training. The employee also has 8 hours of elective training hours accrual scheduled off in the future. The member fails to attend the course. The member must cancel their future time off that was going to use elective training hour accrual and/or substitute for another accrual of time off (IE. Vacation, Holiday, CompTime.).

Example 4 – An employee is approved for 20 hours of elective training. The employee also has 20 hours of elective training hours accrual scheduled off in the future. The employee fails to attend the course and fails to change the approved time off (elective training hours accrual to another accrual bank) and takes the time off anyway. The employer will apply 20 hours from the employee accruals (comp, holiday, vacation). With the employer deducting hours from comp time first, then holiday, then vacation; if not specified by the employee prior to payroll being submitted. For example if the employee has current accrual bank of 4 hours CompTime, 12 Holiday, 48 Vacation, the employer will deduct 4 hours CompTime, 12 hours Holiday, and 4 hours Vacation to cover the employee's time off of 20 hours. If the employee does not have an adequate accrual bank to cover the time taken off, the employer has the right to mandate additional work to cover the difference in time.

This Memorandum of Understanding constitutes the complete agreement of the parties with respect to the subject matter hereof and shall be in full force and in effect, effective January 1, 2021



Date: 6/15/21
City Supervisor, City of Sedro-Woolley



Date: 6/15/21
SWFD Vice President, Local#1983
International Association of Fire Firefighters