



AUG 28 2020

## Bellingham Fire Department

### MEMORANDUM OF UNDERSTANDING By and between the City of Bellingham and IAFF Local 106

Whereas, The City of Bellingham Fire Department (City, BFD) and North Whatcom Fire and Rescue (NWFR) have had students in a collaborative paramedic training program; and

Whereas, It is the expressed intent of both the City and NWFR to enter into a new Inter Local Agreement (ILA) for the provisions of allowing NWFR firefighters to join BFD at the conclusion of paramedic training; and

Whereas, a provision of the new ILA will be the transfer of two (2) firefighter employees from NWFR to the City at the conclusion of the 2020 paramedic class; and

Whereas, the City intends to allow NWFR and other county fire departments to provide potential students for paramedic training in the future; and

Whereas, the IAFF Local 106 collective bargaining agreement does not specifically address the merger of members from other county 106 labor groups into one unit: and

Whereas, the IAFF chartered bargaining units of Bellingham Firefighters and the other Whatcom County fire agencies within L106 have ratified an agreement between their respective bargaining units, titled Advanced Life Support Paramedic Staffing in Whatcom County; and

Whereas, both IAFF Local 106 and the City have a strong desire to foster job and benefit security when a merger, consolidation or contract for services occurs; and

Now therefore, let it be resolved the City and IAFF Local 106 agree as follows:

1. Firefighter/EMTs apply for Paramedic Training. Current firefighter/EMTs from BFD and any of the affiliated home agencies can apply to attend the Paramedic Training program. Affiliated home agencies are defined as Whatcom County fire service agencies that have signed an ILA with the City of Bellingham.

- 1.1. Minimum Qualifications Firefighters applying for the paramedic training program shall meet the following basic standards:

- 1.1.1. Completion of a firefighter academy that includes training to a minimum standard of NFPA Firefighter II and Hazardous Materials Operations.
- 1.1.2. Existing EMT certification with a minimum one year of EMT experience.
- 1.1.3. Completion of probation with their home agency.
- 1.1.4. Current on their existing medical screening for BFD employees, or completion of a BFD entry level medical exam and drug screen.
- 1.2. Selection Process for Paramedic Training Applicants for the paramedic training program will complete a written test related to basic EMT knowledge and participate in a panel interview. Final selection for training will be based on the scoring of testing processes along with the availability of budgeted full-time paramedic position vacancies within BFD.
2. Firefighters Engage in Paramedic Training
  - 2.1. Firefighters selected for the Paramedic Training program will attend classes, clinicals, and complete ride time as an employee of their home agency.
  - 2.2. During the training program, wages, hours, working conditions and benefits of the paramedic students will be consistent with the collective bargaining agreement of their home agency.
3. Transfer of Personnel
  - 3.1. BFD/106 Article 35 shall not apply in these situations, instead the following terms will prevail as outlined.
  - 3.2. Transfer to Occur After Certification When an employee achieves Whatcom County certification they will transfer employment from their home agency to COB on the 1<sup>st</sup> or 16<sup>th</sup> of the month following their certification date. The employee will transfer into the rank of firefighter with provisions of employment and responsibilities as governed by BFD/COB collective bargaining agreement, the applicable BFD Firefighter job description, and COB civil service rules. Transferred employees will be deemed to have successfully completed probation for purposes of Civil Service and the 106 CBA.
    - 3.2.1. Salary step placement will be based on the step commiserate with the employee's years of continual service from their home agency (ex. 3 years of service at their home agency would be placed in step 4).
    - 3.2.2. Longevity pay will be based on their total years of continual service as a career firefighter from their home agency.

3.2.3. Paramedic premium will start at time of transfer and service credit toward paramedic longevity pay will start accruing at time of transfer.

3.2.4. Medical benefits will transfer the first day of the month following transfer. The home agency will maintain the employee's medical benefits until that time to ensure no loss of coverage.

### 3.3. Shift Schedules

3.3.1. Transferred employees will initially be placed onto the shift schedule based on the needs of the department. They will be allowed to bid based on the appropriate seniority at the next regularly scheduled shift bid.

3.3.2. Near the time of transfer, employees will be placed onto a dayshift schedule for an appropriate amount of time to facilitate BFD orientation training. Once training is completed, they will return to their assigned shift.

### 3.4. Blending of Seniority

3.4.1. Department seniority shall reflect the overall dovetailing of employees and will combine years of service based on date of hire with BFD and their home agency.

3.4.2. Paramedic seniority shall be established by the date of transfer into BFD.

3.5. Accrued Sick and Vacation Leave Transferred Employee's vacation and sick leave balances from their home agencies shall transfer to the City upon transfer of employment. Once employment is transferred the employee shall accrue at a rate commiserate with their years of service and the schedule in the Bellingham CBA.

3.6. Accrued Holiday and Compensatory Time Transferred Employee's holiday or compensatory time provided under their home agency contract shall be handled as outlined in the applicable home CBA prior to transferring to BFD.

### 3.7. Shift Exchanges, Debit Days and Vacation Schedules

3.7.1. Shift Exchanges Shift Exchanges between personnel at their home agency need to be satisfied prior to their transfer to BFD.

3.7.2. Debit Days Newly transferred employees will be assigned a BFD debit cycle upon transfer of employment. Adjustments will be allowed at the time of assignment, if the employee so requests, such that no newly scheduled debit day(s) falls within an existing vacation period scheduled by the employee prior to the effective date of employee transfer. Scheduling of remaining debit days will be completed to ensure both the employee and employer (BFD) maintain the correct annual hours.

### 3.7.3. Vacation

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3.7.3.1. Vacation time scheduled and approved prior to the effective date of employee transfer will be honored as approved vacation time on the BFD schedule, if the employee so requests.

3.7.3.2. It will be the intent to have transferred employees' vacation hour balances at 24 hour increments at the end of their first year they are employed at the City.

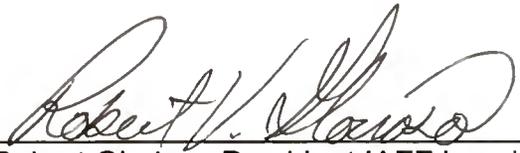
3.7.3.2.1. At the time of vacation picks for first full year following the transfer of employment, if the transferred employee has a vacation balance that is not in 24 hour increments and the vacation balance is below the maximum vacation balance for the employee's seniority grade in that year, the employee may choose to utilize existing compensable time as vacation time for purposes of bidding up to the maximum vacation day allotment for his/her seniority grade.

3.7.3.2.2. If the employee does not have Comp Time to create 24 hour increments or the employee does not wish to use the Comp Time to create 24 hour increments, the city will cash out the vacation balance to achieve a balance that is divisible by 24. Cash-out will occur even if the employee has less than the maximum balance for following year's vacation bid.

4. Expansion of Home Agencies

4.1. It is recognized, that at the time of this agreement, the city is only engaged in an agreement with one other home agency, NWFR. Both parties agree that the City may expand this agreement with other Whatcom County fire agencies that have firefighters represented by L106 without additional need to bargain presuming no other changes in this agreement.

EXECUTED this 12 day of July, 2020, for the IAFF Local 106 unit:

  
Robert Glorioso President IAFF Local 106

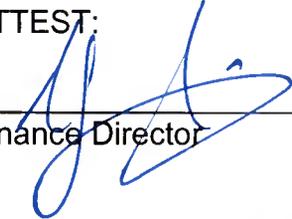
  
Dan McDermott Sec. Treasurer IAFF L106

  
Daye Pethick Vice President IAFF L106

EXECUTED this 25 day of August, 2020, for City of Bellingham:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Finance Director

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Human Resources Director

  
\_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of City Attorney