

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding ("MOU") between IAFF Local 1762 (the "Union") and the City of Mercer Island ("City") is to memorialize an agreement to resolve all issues between the parties associated with the City's potential agreement for regionalization of fire services with Eastside Fire & Rescue (EFR) and the transition of the City's fire employees to EFR.

### RECITALS

Whereas, in response to a solicitation by the City, EFR and the City have entered into an agreement whereby EFR will assume responsibility for the delivery of fire suppression, emergency/non-emergency medical, fire prevention, fire marshal, hazardous materials incident response, command, and administrative services to the City's service area; and

Whereas, such service will be provided through EFR's workforce, directed by EFR command; and whereas EFR has expressed its intention, to hire all represented uniformed City fire employees who are members of the Union and who choose to accept the EFR positions offered on a transition date which is yet to be determined, and

Whereas, from the transition date, the terms, and conditions of employment at EFR will be governed by EFR and subject to applicable union contracts and policies; and

Whereas the City will have no control of EFR's employees; and whereas, on the transition date, the City will lay off any remaining represented fire employees as it will no longer have operations or work to perform.

The parties hereby agree as follows: the Union has demanded to bargain with the City regarding the decision and impacts of the decision to regionalize services with EFR. While the City and Union do not agree on whether there is a decisional bargaining obligation, the parties have reached agreement to fully resolve all issues between the parties associated with the transition of City's workforce to EFR, including retroactive compensation for the period from the expiration of the last collective bargaining agreement between the parties through the transition date and all issues relative to the ULP filed by the Union in Case No. 136578-U-23. The parties have executed this MOU to memorialize their agreements. The MOU is subject to ratification of the Union, approval of the terms herein by the City Council, and the City successfully negotiating and executing an interlocal agreement with EFR for regional fire services.

### AGREEMENT

Now, therefore, the parties agree as follows:

1. **Wages:** Effective January 1, 2023, Union employees will receive a cost of living adjustment of 8.6% (100% of the percentage increase in the Seattle-Tacoma-Bellevue CPI-W - first half index released in July 2022).
2. **Transition Compensation:** Effective January 1, 2023, Union employees will receive an additional 3.75% wage increase for transition impact compensation, as well as \$2,000 per member deposited into each member's HRA VEBA account within 30 days of ratification/approval of this

agreement by both parties. This is intended to address issues relative to transition that are not explicitly addressed in this agreement.

3. **Vacation Leave:**
  - a. The City will buy out all Union employees accrued vacation leave hours over the EFR cap at 100%, at the 2023 pay rate, on or before December 31, 2023.
  - b. All Union employees accrued vacation leave hours at and under EFR cap on December 31, 2023 will be transferred to EFR.
4. **Comp Time.** All remaining comp-time banks will be bought out to Zero at the employees 2023 pay rate.
5. **Sick Leave.** All Union employees accrued sick leave hours at or below the cap on December 31, 2023 will be transferred to EFR.
6. **2023 Sick Leave Incentive.** The City will deposit \$250 into each Union employee's HRA-VEBA account for each calendar month in 2023 that an employee does not use any hours of sick leave. This contribution will be made on or before February 1, 2024.
7. **2023 LEOFF 1 Retiree Healthcare Insurance Premium Savings.** Additionally the City will continue its pre-existing obligations to contribute to the employees' HRA-VEBA account consistent with Appendix F of the CBA (LEOFF 1 Retiree Healthcare Insurance Premium Savings Calculations for Annual HRA VEBA Contribution). This will be completed on or before February 1, 2024 after which the City shall have no further obligations in this regard.
8. **HRA-VEBA.** The City supports the Union maintaining separately administered HRA-VEBA accounts subject to any bargaining obligations between EFR and its union.
9. **Promotions.** The City will promote Union employees to fill out the EFR four platoon staffing model for Station 91 and 92 effective on or before transition as follows:
  - a. **Engineers:** based on seniority
  - b. **Lieutenants:** based on current promotions list
  - c. **Captains:** the City will conduct promotional testing for the Captain positions
  - d. **Battalion Chiefs:** based on current promotions list
10. **Seniority.** Seniority will be preserved subject to agreement between the Union and IAFF Local 2878.
11. **PFML Benefits:** The City will ensure all Union employees have continued PFML coverage, including those currently using **PFML**. There will be no break in PFML coverage in the transition from the City's voluntary plan to the state plan
12. **Fire Marshal.** The current Fire Marshal, Jeromy Hicks, will remain in the DRS LEOFF 2 Plan after transferring to EFR. It is the understanding and intent of both parties to this Agreement that Fire Marshal Hicks will be assigned job duties upon his transfer to EFR that will be similar or identical to those he has performed for the City

13. **Washington Task Force 1 (WA-TF1).** The five Union employees who are members of the Washington Task Force 1 (WA-TF1) will continue their appointments at EFR.
14. **Wildland Incident Qualifications.** All Union employees with wildland incident qualification cards (“red cards”) will transfer to EFR.
15. **Joint Statement.** City and the Union will issue a joint written statement in support of the transition to EFR.
16. **Unfair Labor Practice Case No. 136578-U-23.** The Unfair Labor Practice will be dismissed with prejudice following approval and execution of this agreement by the City and by Local 1762.
17. **Collective Bargaining Agreement.** Resolves all issues and/or negotiations with the collective bargaining agreement between the City and the Union.
18. **Interest Arbitration PERC Nos. 136066-I-22.** The City agrees to remove all cameras from Station 91. Once those cameras are removed and once this MOU has been executed by both parties, all issues connected with the above interest arbitration proceeding will be resolved and the parties will notify the members of the arbitration panel, and PERC, that there is no need to proceed further with that proceeding. Any costs associated with terminating that proceeding (such as any cancellation fees charged by the neutral arbitrator) will be split equally by the parties.
19. **JATC requirements.** Completion of the JATC program will apply to members hired on or after December 27th 2022.
20. **Re-employment.** In the event that the City reconstitutes its own fire department at a future time before December 31, 2033, the City hereby agrees that any of its former employees who are employed by the City at the time when this MOU is executed by the parties and who are also employed by EFR at the time when the City reconstitutes its fire department and who at that point in time are interested, qualified, and able to perform available positions at the City’s reconstituted fire department shall be given reasonable notice about available positions at the City and a right of first refusal to fill any available position at the City to which they apply and for which they are qualified.
21. **Complete Agreement.** This agreement is a complete agreement, which resolves all issues relative to the parties’ bargaining obligations relative to regionalization of the City’s delivery of fire suppression, emergency/non-emergency medical, fire prevention, fire marshal, hazardous materials incident response, command, and administrative services to the City’s service area by transferring such services to EFR.

Signed this \_\_\_\_ day of July 2023.

**For the IAFF, Local 1762**

**For the City of Mercer Island**

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Ray Austin, President

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Jessi Bon, City Manager