

**MEMORANDUM OF UNDERSTANDING
BETWEEN ORCAS ISLAND FIRE & RESCUE
AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3911**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Orcas Island Fire & Rescue ("the District"), whose address is 45 Lavender Lane, Eastsound, WA 98245, and IAFF Local 3911("Union") whose address is PO Box 1462, Eastsound, WA 98245.

2. **Background.** On September 26, 2023, the District issued notices to the Union and three employees that they would be subject to a reduction in force if the District's levy lid lift measure failed at the November general election. On October 19, 2023, the Union notified the District of its desire to bargain the impacts of the potential layoffs. Subsequently, the levy lid lift measure failed. The District provided written notice (the "Layoff Notice") to the Union and employees that the effective date of the layoffs would be November 30, 2023, which date was subsequently extended to December 15, 2023. The parties commenced impact bargaining on November 16th, 2023. The parties now desire to enter into this MOU in order to avoid the intended layoffs.

3. **Term of MOU.** This MOU shall commence upon mutual execution and will terminate on April 30th, 2025 (the "Termination Date") unless terminated sooner as provided herein.

3.1 This MOU may also be terminated prior to the Termination Date by mutual written agreement of both parties.

3.2 This MOU may also be terminated by the District upon not less than sixty (60) days advance written notice to the Union.

4. **Revocation of Layoff Notice.** In consideration of the terms and conditions herein, OIFR hereby revokes the Layoff Notice.

5. **Open Shifts.** In consideration of the Layoff Notice revocation, the Union agrees that during the term of this MOU, the District shall not be obligated to fill any open shifts which occur for the Captain EMT and Lieutenant EMT positions. This includes vacancies caused by a shift vacancy (i.e., no employee currently assigned to that shift), PTO leave (including sick and vacation), PFML, compensatory time, bereavement or other reasons. The District's decision not to fill open shifts shall not be subject to the grievance process.

6. **Use of Paid Leave.** This MOU shall not affect Employees' ability to use paid leave as provided in the Collective Bargaining Agreement.

7. **Limited Purpose.** This MOU is a collaborative effort to avoid layoffs. This MOU shall not be used by either party as—and shall not constitute—evidence of (i) a past practice, (ii) bargaining over the decision to effectuate layoffs, or (iii) the interpretation to be afforded to any provision in the CBA, including but not limited to, provisions of the CBA relating to management rights, backfilling of shifts and overtime.

8. **General Provisions.**

- a. **Amendments.** No amendments to this MOU shall be valid unless mutually agreed upon and incorporated into a written amendment executed by both parties.
- b. **Entirety of Agreement.** This MOU represents the entire agreement between the parties concerning the matters expressed herein and supersedes all prior negotiations, representations and agreements, whether written or oral.


9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

ORCAS ISLAND FIRE & RESCUE



Holly vanSchaick, Fire Chief 12/12/23 Date

IAFF LOCAL 3911



Danny Weibling, President 12.13.23 Date