

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Bend Firefighters Association (Association) and the City of Bend (City) is for the purpose of memorializing the agreement between the parties as it relates to representation for employees assigned to the Basic Life Support System (BLSS).

### Recitals

- A. The parties believe that they have identified the framework for an improved system of service delivery (BLSS) for the Fire Department; and
- B. The BLSS came to fruition due to both parties dedication to exploring innovation and a results-oriented culture of community service; and
- C. The Department will commence a BLSS program on January 1, 2015; and
- D. The BLSS will reduce overall system response times; and
- E. The BLSS will improve Fire/EMS availability and station reliability; and
- F. The BLSS will allow for improved scalability of response assets; and
- G. The BLSS will result in a higher degree of long term fiscal sustainability; and
- H. The BLSS will improve opportunities for professional development and long-term employee/Department investment.
- I. The BLSS is not intended to reduce the work hours for bargaining unit employees or reduce the number of bargaining unit employees represented by the Association. Instead, the BLSS is intended to supplement the work done by bargaining unit employees in order to move toward the National Fire Protection Association (NFPA) 1710 standards.

### Terms of Agreement

1. The parties agree that Employees assigned to the BLSS will be excluded from the bargaining unit until January 1, 2017. Thereafter, the Association, with 90 days' written notice to the City, may notify the City of their intention to represent the BLSS employees and, upon receipt of such notification by the City, the parties agree to meet and confer on the matter. The Association retains the right to take any legal action necessary to represent the BLSS employees after January 1, 2017. If both parties agree, the Association may seek representation of the BLSS employees prior to January 1, 2017.

2. Employees assigned to the BLSS will be hired as limited term employees for a period not to exceed three (3) years. Employees assigned to the BLSS shall not be assigned the duties of a fire protection employee. A fire protection employee is defined as an employee who is trained in fire suppression and has fire suppression equipment, has the legal authority and responsibility to engage in fire suppression, and is deployed by the department in the prevention, control, and extinguishment of fires. Employees assigned to BLSS will also not be assigned Advance Life Support (ALS) duties. Furthermore, employees assigned to BLSS will not be allowed to enter an immediately dangerous to life & health atmosphere (IDLH), or an area deemed as a hot zone on an emergency call. This would include but is not limited to hazardous materials, technical rescue, and motor vehicle accidents. BLSS employees are not eligible for the FLSA 7(k) exemption.
3. BLSS employees shall not respond independently to calls without approval of Association E-Board, Bend Fire Department management, and the Bend Fire Physician Advisors.
4. BLSS employees will not be used to fill overtime for members in the bargaining unit. Association members will have first right-of-refusal for overtime assignments.
5. In the event of a reduction in force within the Fire Department, BLSS employees will be terminated before employees in the bargaining unit.
6. For each 24 hour BLSS company on duty, the Fire Department shall deploy a 4-person engine company for at least 12 hours per shift. As used in this MOU, "company" means the minimum number of employees needed to respond to an emergency call.
7. The parties agree to meet at least quarterly and discuss their observations and assessments of the BLSS. The parties will share data and statistics measured, discuss emerging issues and improvement opportunities, and identify reasonable solutions to unanticipated problems.
8. The provisions of this MOU are intended for the trial period (from January 1, 2015 through January 1, 2017) only and are not intended to change any other provisions, past practice, or policies nor to set precedent if these provisions affect other provisions, practice, or policy. All other Articles and terms of the CBA shall continue without interruption for the term thereof.

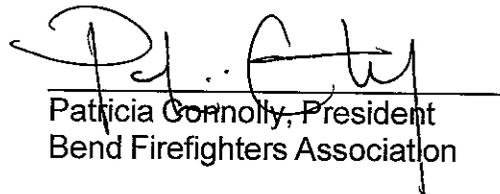
9. On or after January 1, 2017, either party may terminate the MOU by giving the other party 60 days written notice. If, on or after January 1, 2017, a party provides written notice to the other party to terminate the MOU, then the MOU will automatically terminate 60 days following the date of such notice.
10. Any disagreements regarding the interpretation or application of this MOU shall be resolved through the grievance and arbitration procedure contained in the CBA. If an arbitrator finds that the City or the Association has violated any provision in this Agreement, then the MOU shall be terminated within 60 days following the arbitrator's decision unless both the Association and the City agree otherwise.
11. In the event that the BLSS impacts mandatory bargaining subjects not covered by this Agreement, the parties agree to bargain over those mandatory bargaining subjects pursuant to the PECBA (ORS 243.650 et seq.).

This MOU is subject to ratification by the respective parties.

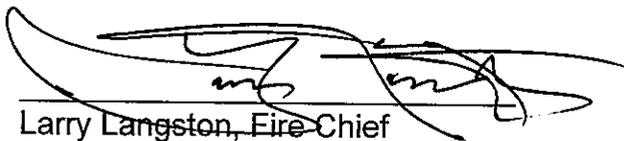
This Memorandum of Understanding is effective this 8<sup>th</sup> day of September, 2014.



Rob DuValle, HR Director  
City of Bend



Patricia Connolly, President  
Bend Firefighters Association



Larry Langston, Fire Chief  
City of Bend Fire Department