

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 Article 26, Section 26.10.

Recitals

The parties became aware of a dispute regarding the interpretation of Article 26, Section 26.10 when reviewing payroll process improvement practices; and

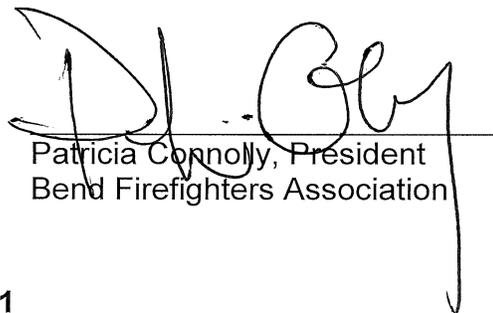
Now therefore and in consideration of the promises hereinafter stated the parties do agree as follows:

1. For the purposes of Article 26, Section 26.10, "base pay" shall be inclusive of any Acting in Capacity (AIC) compensation received by the employee.
2. The Association agrees to not pursue recovery of any underpayments to Association members regarding this new clarification of "base pay" of Article 26, Section 26.10, including any underpayments that occurred prior to the effective date of this memorandum.
3. The Association agrees to not file any grievances under the collective bargaining agreement or any other legal claim or action with the Employment Relation Board, Bureau of Labor and Industries, any state or federal courts, or other agency as related to the facts resulting in this agreement.
4. The provisions of this MOU 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.

This Memorandum of Understanding is effective this 26 day of June, 2016.



Larry Langston, Fire Chief
City of Bend



Patricia Connolly, President
Bend Firefighters Association