

MEMORANDUM OF UNDERSTANDING

IMPLEMENTATION OF CHANGES TO THE AMBULANCE OPERATOR PROGRAM

The parties of this Memorandum of Understanding (“MOU”) are City of Bend, Oregon and the Bend Fire Association collectively referred to as the “Parties.”

Background

On August 20, 2022, the City of Bend (“City”) and Bend Firefighters Association, IAFF Local 227 (the “Association”) entered into a voluntary recognition agreement concerning employees who work as Ambulance Operators (AOs) in the Ambulance Operator Program (AOP) in the Bend Fire Department. The Association had informed the City of its intent to file a unit clarification petition with the Employment Relations Board (“ERB”) seeking to add these non-represented position to its existing bargaining unit

The City and the Association have engaged in negotiations over this matter and agreed upon the following terms.

Terms

The Parties agree as follows:

- 1) Existing BLS positions, currently titled “Ambulance Operator” will continue within their current status and classification of non-represented, limited term employees. The classification of Ambulance Operator will be used to identify non-represented, limited term employees pursuant to the terms and conditions of the City’s Employee Handbook.
- 2) A new classification of “Single Role EMT” will be established on November 25, 2024. Single Role EMTs will be considered regular employees and represented by the Association and subject to the provisions of term 8 below.
- 3) The Ambulance Operator and Single Role EMT classifications are FLSA non-exempt, eligible to receive overtime pay for hours worked over 40 in a workweek because they are not assigned fire suppression duties that qualify for the 7k exception.
- 4) The classification of “Dual Role” encapsulates existing classifications covered by the CBA that have the authority, are trained, and engage in fire suppression duties and are eligible for the 7k exception.
- 5) To the extent any provisions of this MOU conflict with any provisions of the Collective Bargaining Agreement (the “CBA”), the provisions of the MOU will control.
- 6) Neither of these classifications (Ambulance Operators or the Single Role EMTs) will be subject to the CBA or any of its provisions prior to the date the Single Role EMT classification is established and becomes represented by the Association.

- 7) Effective September 25, 2023:
- a. Salaries
 - i. Ambulance Operators will follow the Salary Schedule in **Appendix A of this MOU**. Existing employees shall be paid at one of the steps in the range as outlined in the proposed Salary Schedule.
 - ii. Ambulance Operators are not eligible for any additional compensation adjustments currently provided by the CBA (including, but not limited to, Incentives, Cost of Living adjustments) other than the Anniversary Step increases listed below:
 - 1. An employee's date of hire shall be their anniversary date. This date can only be altered by approved leaves of absence without pay.
 - 2. Employees are eligible for consideration for advancement to the next step of the salary range of their classification at the beginning of the next pay period following completion of twelve (12) months of service in their current step. Step increases are not automatic and are subject to the discretion of the Fire Chief.
 - b. Accruals
 - i. Full-time Ambulance Operators shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Sick leave may be accumulated to a maximum of two thousand (2,000) hours. New full-time Ambulance Operators shall be eligible to use and shall be credited with sixteen (16) hours of sick leave at the completion of thirty (30) days of employment and accumulate at a rate of eight (8) hours per month thereafter. Sick leave accruals will carry forward for Ambulance Operators who promote to dual role positions. Accruals will be calculated based on the date of promotion to the dual role position. Sick leave accruals shall have no cash value in the event of separation from employment.
 - ii. Bereavement Leave for Ambulance Operators will be pursuant to the City of Bend Employee Handbook.
 - c. Deferred Comp (457b) Match:
 - i. The City will match the Ambulance Operators deferred compensation contributions to a maximum of (1.5%) under the following conditions:
 - 1. Employer matching contributions will begin after one (1) year of employment; and
 - 2. For purposes of computing the match, the amount will be the employee's base pay plus qualifying incentives.
 - 3. As applicable, the deferred compensation (457b) match will be administered in a manner that is consistent with the Fire Association.
- 8) Effective November 25, 2024, the classification of Single Role EMT will be represented by the Association and will be subject to the following in lieu of any and all related or conflicting provisions in the CBA:
- a. Medical and Dental Insurance:

- i. Employee and dependent medical, vision and prescription coverage. Employee funded flexible spending account, City paid life insurance and voluntary Life and AD&D coverage and long-term disability. See the Benefits Comparison Chart in **Appendix B of this MOU.**
- b. Deferred Comp (457b) Match:
 - i. The City will match the Single Role EMTs deferred compensation contributions to a maximum of (1.5%) under the following conditions:
 - 1. Employer matching contributions will begin after one (1) year of employment; and
 - 2. For purposes of computing the match, the amount will be the employee's base pay plus qualifying incentives.
 - 3. As applicable, the deferred compensation (457b) match will be administered in a manner that is consistent with the Fire Association.
- c. Probation:
 - i. Single Role EMTs will serve an 18-month probation period. During this 18-month period, employees are considered at-will and may be terminated by the Fire Chief with or without notice. Employees under probation are not eligible for vacation leave.
- d. Accruals
 - i. Sick Leave: Single Role EMTs will follow Section 18.1 of the CBA as outlined for the Forty (40)-hour employees. Sick leave accruals will carry forward for Single Role EMTs who promote to dual role positions. Accruals will be calculated based on the date of promotion to the dual role position. Sick leave accruals shall have no cash value in the event of separation from employment.
 - ii. Bereavement Leave: Single Role EMTs will follow Section 22.1 of the CBA as outlined for the Forty (40)-hour employees.
 - iii. Vacation Leave: New Single Role EMTs who have completed the 18-month probation will be credited with one hundred and twenty-four (124) hours of vacation in the pay period including completion. After that, the employee will be credited with vacation as per Article 17.1 of the CBA. No vacation time can be taken until probation is successfully completed. A maximum of three hundred sixty (360) hours earned vacation leave may be carried into the following fiscal year. Non-represented Ambulance Operator's and represented Single Role EMTs will share one (1) Leave Slot. Vacation accruals shall have no cash value in the event of separation from employment. If a Single Role EMT is promoted to a dual role position, they will not be able to carry the vacation over into their new position. They will need to use it or it will be paid out at the Fire Chief's authorization.
 - iv. Holiday Bank: Single Role EMTs will receive a holiday bank of forty-eight (48) hours. Holiday Bank will have no cash value in the event of separation from

employment. If a Single Role EMT is promoted to a dual role position, they will not be able to carry the holiday bank over into their new position. Any exception to this rule is at the Fire Chief's discretion.


- v. **Compensatory Time:** Subject to the work requirements of the department, the Fire Chief or designee may allow compensatory time off in lieu of overtime payment. Compensatory time shall be computed pursuant to Article 14 of the CBA. The maximum number of hours of compensatory time that may be accrued by a Single Role EMTs shall be eighty (80) hours. The City shall contribute the cash equivalent of all additional compensatory time hours in excess of the accrual maximum of eighty (80) hours into the employee's VEBA account on a monthly basis. Upon termination, retirement or death, the employee or heirs shall receive cash compensation for accrued compensatory time at the employee's rate of pay. To use accrued compensatory time, the employee shall make a request pursuant to Department policy. Employees may request pay out of compensatory time. Granting of compensatory time payout is at the discretion of the Chief.

e. **FTO Duty:**

- i. Single Role EMTs assigned to perform the duties of a Field Training Officer shall be paid an additional ten percent (10%) of base pay for all time worked in the capacity of Field Training Officer. Only the Field Training Officer assignments authorized by the Fire Chief or designee shall be eligible for Field Training Officer pay. Employees assigned to work as Field Training Officer shall maintain vacation, holiday, and sick leave accrual rates for the work schedule normally assigned.

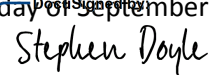
- 9) **Layoff:** Effective September 1, 2023, if a reduction in positions is required during the life of this Agreement, positions classified as Ambulance Operators or Single Role EMTs will be eliminated prior to dual role positions. The parties agree to re-open Seniority and Layoff during successor contract negotiations.
- 10) Effective September 1, 2023, Vacation Slots for dual role positions will increase to five (5) total Leave Slots. Effective September 1, 2024, Vacation Slots will increase to six (6) total Leave Slots. Additionally on September 1, 2024, the Education leave slot will be eliminated.
- 11) Nothing in this MOU modifies the City's rights as outlined in the CBA or limits in any way the City's right to create, modify, classify, or eliminate jobs and assign work. 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 1st day of September 2023.


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Todd Riley, Fire Chief

City of Bend


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Stephen Doyle, President

Bend Fire Association

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Carina LaDelle, Chief People Officer (AIC)

City of Bend

Appendix A

Salary Schedule - Ambulance Operators/Single Role EMTs

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	18.0000	18.9000	19.8450	20.8373	21.8791	22.9731

Appendix B

Benefits Comparison Chart

	Financial Benefit	AO Program (Employee Only – must pay additional for dependents)	Single Role EMT (Employee Only and Employee + Dependents)	Dual Role (Employee Only and Employee + Dependents)
Medical, Vision, Prescription Coverage	90% of Premium Covered by the City	X	X	X
Funded HRA & Med G <ul style="list-style-type: none"> • HRA equal to the Deductible • Med G for co-insurance (62.5%) 	HRA: \$2000-\$4000 Med G: \$1250-\$1781			X
HRA to VEBA Roll				X
Flexible Spending Account <i>MUST be eligible for Medical Coverage</i>	Pre-tax Reduce taxable income	X	X	X
Dental \$2000 Per Member covered by Moda	90% of Premium Covered by the City		X	X
City Paid Life and AD&D	1x Annual Compensation – Max \$150k		X	X
Voluntary Life and AD&D Available for Employee, Spouse & Child			X	X
Long Term Disability	66.6% Monthly Earnings		X	X
Employee Assistance Program 6 Free Counseling Sessions, per concerns per member per year.		X	X	X
457 Deferred Compensation 1.5% COB Match once eligible	1.5% of base & incentives	X	X	X
Oregon Public Employees Retirement System (PERS)	6% of annual salary	X	X	X
MASA (Medical Transport) 3 Tiers of Coverage Available		X	X	X
AFLAC (Supplemental)		X	X	X
First Stop Health (Telemedicine) <i>ONLY if enrolled in Medical</i>		X	X	X