

## **MEMORANDUM OF UNDERSTANDING TRIAL PERIOD OF D SHIFT**

The parties of this memorandum of understanding (MOU) are the City (City) and Bend Firefighter Association (BFA) collectively referred to as the “Parties”.

### **Recitals**

- 1) The Parties believe that the incorporation of a D Shift can will result in a stable, predictable, and productive long-term provision of services to the community we serve.
- 2) The Parties believe that adding a D Shift will have the following advantages:
  - a. Reduction in personnel expense incurred.
  - b. Increase in the number of regular hours realized.
  - c. Reduction in firefighter fatigue.
  - d. Increase in the quality of work-life balance for suppression and prevention personnel.
  - e. Reduction in unanticipated leave use.
  - f. Optimization of staffing structure and schedules.
- 3) The trial period is intended to provide an opportunity for the Parties to evaluate the performance of the new structure to meet identified outcomes and allow for ongoing adjustments intended to improve overall system reliability and cost containment.
- 4) For the purposes of recalculating leave and benefits, the Parties follow the following methodology:

Current hours =	2,778
D-Shift hours =	2,557
Difference =	221
Difference divided by Current =	0.08 (8%)
100% minus 8% =	92% reduction factor

### **Terms of the Agreement**

- A) Schedule and Hours of Work: The Shift schedule consists of the following:
  - a. Effective the first day of the first FLSA cycle commencing on or after July 1, 2026, the work week for shift personnel will be reduced to a 49.17-hour work week consisting of 48 hours on duty, followed by 144 hours off duty and one debit day each 24-day FLSA cycle (approximately 15 debit days per year). Debit days will be considered part of a member’s normal schedule.

B) Transition: The Department will determine the appropriate FLSA work period structure as well as the transition schedule of employees to the new FLSA work periods and resulting “D-Shift” schedules.

The parties will form a labor-management committee and work together to discuss the master shift roster (A, B, C, and D Shifts) and resulting debit day assignments for all personnel by January 15, 2026. Additional leave spots will not be granted during implementation for members that are required to change shifts.

C) Kelly Days: Kelly Days are eliminated for the duration of the “D Shift” trial period.

D) Vacation Accrual: Shift personnel will accrue vacation monthly per the table below.

Years of Service	Hours Per Year
0-4	138
5-9	183
10-14	227
15-19	271
20+	315

E) Education Leave

Article 15.4 is eliminated for the duration of this MOU.

F) Salaries for Shift Personnel: Since the original introduction of Kelly Days to the CBA, embedded FLSA Overtime has not been removed from the current salary schedule. For transition to the “D-Shift”, the total amount of FLSA Overtime embedded of 0.44%, will be reduced from the hourly rates before any Cost-of-Living Adjustment (COLA) is applied.

- The reduction in annual hours from 2,778 to 2,557 (221 less hours) will not result in a reduction in base annual salary.
- The new hourly rate will be determined by taking the 2025 annual salary schedule (effective July 1, 2025) in the CBA and dividing it by the D-shift annual hours (2,557).
- After the new hourly rate is calculated, the embedded FLSA overtime will be removed from the base hourly rate, a reduction of 0.44%.

G) Modified Work: The formula for calculating leave taken when a shift employee is on modified duty will be adjusted based on 2,557 annual hours for shift employees.

H) Overtime: Hours worked in excess of 182 hours during a 24-day FLSA work period, shall be compensated at one and one-half (1 ½) times the employee’s regular rate of pay as defined by the FLSA. With the following exceptions:

- 1) Overtime for emergency call back and holdovers required by the Department will be compensated at 1 ½ times the employee's regular rate of pay, regardless of whether or not they exceed the 182-hour threshold for the FLSA work period.
- I) **Vacation Leave Slots:** Vacation Leave slots will be (4) per shift.  
If the department adds an additional suppression apparatus of 2 or more people, this MOU will be reopened by the parties for the negotiation of vacation leave slots and debit days only. All remaining terms and conditions will remain in effect through the expiration of the MOU.
- J) **Program Evaluation:** The parties agree to meet annually and discuss their observations and assessments of the D Shift trial. The parties will share data and statistics measured, discuss emerging issues and improvement opportunities, and identify reasonable solutions to unanticipated problems. The evaluation team will include at least one representative of the City Manager's Office.  
Specific areas that will be assessed include, but are not limited to:
  - 1) Continuity of service.
  - 2) Personnel expense.
  - 3) Regular hours realized.
  - 4) Firefighter fatigue.
  - 5) Workplace occupational injuries.
  - 6) Work-life for suppression and prevention firefighters.
  - 7) Leave use.
  - 8) Workforce availability and response times during callback.
- K) The provisions of this MOU are intended for the trial period running concurrent with the 2025-2028 CBA duration 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.
- L) This MOU will automatically expire upon the contract expiration date of the 2025 successor CBA, unless both parties agree in writing to extend this MOU.
- M) Any disagreements regarding the interpretation or application of this MOU shall be resolved through the grievance procedure contained in the CBA. If a grievance is filed and the parties are unable to resolve the grievance before it reaches the grievance step of arbitration, either party may exercise its right to unilaterally terminate this MOU by providing the other party with one hundred eighty (180) days written notice. One hundred eighty (180) days after such notice is provided to the other party, this MOU will automatically terminate.
- N) In the event this D-Shift MOU is terminated pursuant to Section M above, the parties agree to the following:

- a. Article 12 – Hours of Work will be modified as follows: In lieu of current Kelly Days, the parties agree to 12 hours of Kelly Days per FLSA cycle (approximately 7.6 days or 182.4 hours).
- b. Article 26 – Salaries will be reopened for mid-term bargaining to negotiate future COLAs covered by Section 26.1 and Longevity Pay (new term).

For the Department

For the Association

 Signed by:  
Chief Todd Riley  
BB0802021587F4F9

8/22/2025

Todd Riley, Fire Chief

 Signed by:  
Stephen Doyle  
SA180CC7E5A1428

8/21/2025

Stephen Doyle, President