

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Bend Employees Association (COBEA) and the City of Bend (City) is for the purpose of memorializing the agreement between the parties as it relates to Section 21.4 of the 2019-2022 Collective Bargaining Agreement (CBA) between COBEA and the City.

### Recitals

- A. The City is experiencing unanticipated staffing requirements due to the COVID-19 state of emergency.
- B. Both parties wish to clarify how Section 21.4 will be applied during the COVID-19 state of emergency when COBEA members are unable to use vacation accruals.
- C. The parties have established a good labor relations standing with one another and would like to avoid any unanticipated and/or unintentional disruption to this partnership.

### Terms of Agreement:

- 1. The City will temporarily provide an exception to the vacation hour limit listed in Section 21.4 of the CBA as follows:
  - a. The existing accrual limit of 400 hours is lifted for the duration of the City's declaration of a state of emergency as determined by the City Manager.
  - b. When the state of emergency expires, the 400 hour accrual limit will remain lifted for a six-month runout period.
  - c. After the six-month runout period has expired, all employee balances over 400 hours will be truncated to the 400 hour limit in Section 21.4, without further notice from the City. Any hours in excess of 400 hours will be forfeited by the employee.
    - i. Example:
      - 1. State of Emergency Ends 7/1/2020
      - 2. Vacation Truncates to 400 hours on 1/1/2021
  - d. Separation payouts remain unaltered and limited to 240 hours.
- 2. 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.

3. These provisions are being adopted to address specific issues that arose and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.
4. Any dispute between the Association and the City concerning the interpretation, application or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Article 11 of the parties' CBA.

This Memorandum of Understanding is effective the pay period following execution by the Parties.



Rob DuValle, HR Director  
City of Bend

Date: 6/15/2020



Kerry Bell, President  
COBEA

Date: 6.15.20