

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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 the employment terms of COBEA members who may be appointed to the limited-term duration (LTD) Staff Accountant in the Finance Department.

Recitals

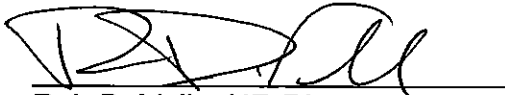
- A. The City has authorized a limited-term duration (LTD) Staff Accountant for up to three years in duration to assist during the LEAP project. The Staff Accountant is a management position and not represented by COBEA.
- B. The City would like to consider existing COBEA members who are interested in appointment to the limited-term duration (LTD), management position.
- C. The parties believe that providing this opportunity to COBEA members is mutually beneficial.
- D. The parties wish to modify the existing terms of the CBA in order to encourage interested members to apply for consideration.

Terms of Agreement

- 1. Employee will be considered a Represented employee during the limited-term duration (LTD) appointment in the non-represented position and will pay Association dues.
- 2. Employee's rate of pay shall be within the approved range for the Staff Accountant. Pay practices will be administered according to the policies governing Non-represented employees.
- 3. Appointees shall serve a 12 month probationary period. Failure to complete probation, for reasons other than misconduct, shall result in the employee's reinstatement to their original COBEA position.
- 4. Leave terms will continue pursuant to the CBA.
- 5. The employee will be eligible to earn overtime/compensatory time per the terms of the CBA.
- 6. Rate of pay upon conclusion of the limited-term duration (LTD) appointment shall be determined as if the employee had remained in their original COBEA position.

7. Seniority and Layoff provisions shall be interpreted as if the employee remained in their original COBEA position during the term of the limited-term duration (LTD) appointment and pursuant to the CBA.
8. 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.
9. Any dispute between the employee 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 this 4 day of March, 2015.


Rob DuValle, HR Director
City of Bend


Julie Price, President
COBEA