

## Memorandum of Understanding

This Memorandum of Understanding between the City of Bend Employee Association (Association) and the City of Bend (City) is for the purpose of defining an alternate work schedule.

### Recitals

- A. The City and the Association wish to agree to an alternate work schedule for staff at the City's Water Reclamation Facility (WRF).
- B. The alternate work schedule will address management staffing needs and staff schedule preferences.
- C. The parties have agreed to implement these terms under Section 7.4 Regular Work Schedules.

### Terms of Agreement

The parties agree to implement the following work schedule on a trial basis as follows:

A WRF schedule which consists of four (4) ten (10) hour days for four (4) weeks, with three (3) consecutive days off, with week five (5) and week six (6) consisting of four (4) ten (10) hour days with two (2) consecutive days and one (1) single day off.

The employee's schedule maintains regularly scheduled work hours of no more than 40 per workweek.

There are two variants of this schedule as shown in the Tables below

#### **WORKWEEK (ALL OPERATORS)**

		Sun	Mon	Tue	Wed	Thu	Fri	Sat
A-Team On-Call	4 weeks A Team (2 Operators)	x	10 hrs	10 hrs	10 hrs	10 hrs	x	x
	2 weeks - On-Call A (1 Operator)	10 hrs	x	10 hrs	10 hrs	x	x	10 hrs
	B Team (3 Operators)	x	x	10 hrs	10 hrs	10 hrs	10 hrs	x
# of Operators		1	2	6	6	5	3	1
		Sun	Mon	Tue	Wed	Thu	Fri	Sat
B-Team On-Call	4 Weeks B Team (2 Operators)	x	x	10 hrs	10 hrs	10 hrs	10 hrs	x
	2 Weeks On-Call B (1 Operator)	10 hrs	x	x	10 hrs	10 hrs	x	10 hrs
	A Team (3 Operators)	x	10 hrs	10 hrs	10 hrs	10 hrs	x	x
# of Operators		1	3	5	6	6	2	1

- A. This MOU is subject to ratification by the City of Bend Employee Association.
- B. The provisions of this MOU are intended for a twelve-month trial period 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.

- C. This MOU will automatically expire twelve months after the execution date below unless the parties agree to renew or extend the MOU prior to the expiration of the twelve-month trial period. If the MOU expires, the parties will revert to the previous work schedule for WRF staff. Prior to any renewal or extension, the parties will document the relative benefits, challenges, and drawbacks to the Department from the trial period, and will only renew or extend the MOU if the benefits to the Department substantially outweigh any challenges and drawbacks. Within the twelve-month trial period, either party may terminate the MOU by giving the other party 60 days written notice.
- D. Any disputes related to this MOU shall be subject to the grievance procedure as outlined in Article 11 of the CBA.

This MOU extension is effective this 31<sup>st</sup> day of August 2022.

DocuSigned by:  
*Mike Buettner*  
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Michael Buettner, Utility Director  
City of Bend

DocuSigned by:  
*Kerry Bell*  
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Kerry Bell, President  
COBEA