

## 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 understanding between the parties as it relates to implementing the new Commercial Driver's License training Requirements.

### Recitals

- A. The City of Bend has established a tuition payment program to address changes to the Commercial Driver License (CDL) requirements set by the Federal Motor Carrier Safety Administration (FMCSA).
- B. The program pays the upfront costs associated with an external training program at an accredited institution in direct benefit of the City's operations.
- C. The City is providing such training to the employee in anticipation of the employee continuing to work for the City for at least two (2) years from the completion date of the training so that the City may recover some of the cost of the investment in the training.
- D. The program provides a scale of repayment to the City by the employee in the event of voluntary separation during the two (2) year period.

### Terms

1. All future COBEA employees employed in classifications with a CDL requirement that do not hold a current CDL at hire will be subject to this program.
2. The employee will reimburse the City in the event that the employee voluntarily terminates employment prior to two (2) years from the conclusion of the training.
3. The City agrees to provide payment to an authorized training vendor for the cost of the training for the employee.
4. If the employee voluntarily terminates employment with the City prior to two (2) years following the date of the completion of the training, the employee will reimburse the City the cost of the training incurred by the City as determined by the schedule shown below:

NUMBER OF MONTHS OF SERVICE FROM COMPLETION DATE OF TRAINING:	REIMBURSEMENT
Months 0-6	100%
Months 7-12	75%
Months 13-18	50%
Months 19-23	25%
Month 24	0%

5. The employee may transfer to another City department during the duration of this program, and may count the entirety of their time working for the City with respect to meeting the two (2) years of service.

6. Employee agrees to maintain CDL requirements for the duration of employment within a classification that requires a CDL.
7. Any Dispute between COBEA 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.
8. These provisions are being adopted to address specific issues that arose and are not intended to change any other Memorandums of Understandings or their provisions, past practice, or policies nor to set any precedent.
9. 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, or eliminate jobs and assign work.
10. All terms are effective the day both parties sign this memorandum.

This Memorandum of Understanding is effective this 31 day of August, 2022.



Rob DuValle, HR Director  
City of Bend



Kerry Bell, President  
City of Bend Employee Association