

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 creating a process to study COBEA salaries and benefits (herein referred to as “total compensation study”).

Recitals:

- A. The Parties intend to produce a repeatable process intended to study COBEA salary and benefits structures for the purpose of attraction and retention of staff.
- B. The total compensation study is intended to provide the Parties a method to objectively assess the overall performance of the compensation and benefits terms contained in the parties collective bargaining agreement.
- C. The total compensation study is not intended to replace routine successor bargaining at the expiration of the term of the existing collective bargaining agreement.

Terms of Agreement:

1. The Parties will convene a joint labor-management oversight team for the purpose of ensuring the overall accuracy, cost effectiveness, and timeliness of the total compensation study. The team will consist of a total of four COBEA labor and four City representatives.
2. The oversight team will meet throughout the total compensation study and provide recommendations to the City Manager intended to ensure that the study objectives and project timelines are achieved.
3. The total compensation study will have three phases and anticipated timelines:
 - a. Phase 1: Planning – January 1 to June 30, 2023
 - b. Phase 2: Study Implementation – July 1 to December 31, 2023
 - c. Phase 3: Total Compensation Adjustments – January 1 to March 31, 2024
4. The total compensation study will incorporate the following organizations for the purpose of comparing salaries and benefits, unless otherwise amended by mutual agreement of the oversight team.
 - a. Eugene, Oregon
 - b. Gresham, Oregon
 - c. Hillsboro, Oregon
 - d. Beaverton, Oregon
 - e. Springfield, Oregon
 - f. Deschutes County
 - g. City of Redmond, Oregon

NOTE: If the organization does not directly perform the occupational service of the COBEA classification, the study will substitute the specific agency who delivers the public service within the comparable organization’s territory whenever possible. (e.g., special districts, or other), whether public or private

5. The total compensation study will incorporate the following analyses:
 - a. Salaries by each classification
 - b. Leave (Vacation, Sick, and Holiday)
 - c. Health and Dental Insurance
 - d. Employer Paid Life Insurance

6. The Parties agree that Salaries that fall within -5% to +5% of market average are considered acceptable and not subject to mid-term modification.
7. The Parties agree that, due to the large variances in structures and methodologies, interest in ensuring Citywide alignment of programs, and other yet-to-be understood factors, study findings on Leave, Health and Dental Insurance, and Employer Paid Life Insurance will be reviewed for the purpose of determining acceptable tolerances.
8. If a classification is found to be outside of the acceptable -5% to +5% tolerance as identified in #6, the Parties agree to conduct mid-term bargaining limited to these specific classifications.
9. The provisions of this MOU are intended for a Collective Bargaining Agreement 2022-2025 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.
10. The MOU may be extended, modified, terminated, or amended by mutual written agreement of the City and COBEA at any time.
11. 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.
12. 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.
13. 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.

This Memorandum of Understanding is effective this October 11, 2022.

DocuSigned by:

Rob DuValle

10/12/2022

84B67AB1ED274C5
Rob DuValle, CPO
For the City of Bend

DocuSigned by:

Kerry Bell

10/12/2022

73C7881A5256474
Kerry Bell, President
COBEA