

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 telematics in the 2019-2022 Collective Bargaining Agreement (CBA) between COBEA and the City.

Recitals

- A. The implementation of telematics pilot program were discussed during successor bargaining. The City and Association tentatively agreed to concepts and guidelines of a pilot telematics program.
- B. Both parties agreed to resolve such terms in a Memorandum of Understanding.

Terms of Agreement:

1. The City has indicated an intent to implement a telematics program. As a pilot program for the life of this CBA, the City may implement vehicle telematics on vehicles operated by COBEA-represented employees including Global Positioning System (GPS), and apparatus initiation software to track when apparatuses on vehicles are in use. The telematics systems will also include driver safety & fleet maintenance features that capture and report items such as fuel economy, fault codes, usage-based maintenance, paperless driver vehicle inspection reports, braking and acceleration statistics. These technologies are intended for operational and programmatic purposes, including but not limited to improving the safety and serviceability on any and all City of Bend owned vehicles and heavy equipment. The purposes of vehicle telematics are enhancing operational efficiency and quality of delivery of services to the public, and ensuring the safety of employees.
2. The City may not randomly review telematics data for the purpose of employee discipline. No employee may be disciplined or discharged based solely upon information received from GPS, telematics, or any system that similarly tracks a driver's/vehicles actions unless the employee engages in dishonesty. The City must confirm by direct observation or present other additional evidence or information for any proposed discipline or discharge. In the event of proposed discipline, the assigned Staff Representative and COBEA shall have access to any related data, information, and/or evidence. Tampering with or disabling the telematics system may be grounds for discipline. Nothing in this article modifies any provision in Article 10, Coaching, Counseling, and Formal Discipline.

3. The City will give the Association notice and an opportunity to bargain during negotiations for a successor agreement if the City decides to continue utilizing telematics following the expiration of the 2019-2022 CBA.
4. 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.
5. 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 this 18 th day of October, 2019.



Rob DuValle, HR Director
City of Bend



Kerry Bell, President
COBEA