

## 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 processing employee contribution changes for the City's offered deferred compensation plan per Section 13.15 of the Collective Bargaining Agreement.

### Recitals:

- A. Employees are responsible for notifying the City of changes to their elected deferred compensation contributions by submitting an election change form via Employee Self Service. Once processed the amount elected is withheld from an employees' paycheck and diverted to their deferred compensation account.
- B. Currently deferred compensation contribution changes elected by an employee are processed and implemented on the 1st of the month following date of submission pursuant to plan provisions.
- C. New deferred compensation regulations and updated vendor systems now allow employees to make timelier deferred compensation elections changes within the City's established payroll schedule.

### Terms of Agreement:

1. Starting January 1, 2024, the City will be adopting an updated schedule for processing deferred compensation changes for the city's sponsored 457(b) deferred compensation plans. The parties understand that the changes to an employee's deferred compensation contributions will now be capable of being implemented in a more timely fashion than as outlined in Section 13.5 of the Collective Bargaining Agreement.
2. Implementation of changes to employee deferred compensation contributions will be subject to City administrative processes and timelines, but in no event will be less timely than as outlined in Section 13.5 of the Collective Bargaining Agreement.
3. To ensure timely contribution changes employees need to submit a completed 457(b) deferred compensation contribution change form via Employee Self Service or other manner designated by the City.
4. The MOU may be extended, modified, terminated, or amended by mutual written agreement of the City and COBEA at any time.
5. 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.
6. 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.

This Memorandum of Understanding is effective this 12/7/2023.

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*Rob DuValle*  
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Rob DuValle, Chief People Officer  
City of Bend

Digitally signed by Julie O'Connor  
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Julie O'Connor

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Julie O'Connor, President  
COBEA