

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 promotional pay rates and clarifying the terms of the current collective bargaining agreement.

Recitals

- A. The parties entered into a new Collective Bargaining Agreement (CBA) in 2013. As part of the new CBA, the Pay Schedule listed in Appendix B was reduced from approximately 78 pay grades to 10.
- B. The implementation of the new Pay Schedule resulted in a disagreement between the parties regarding the formula to calculate pay rates upon promotion.
- C. The parties desire to enter into this agreement in order to resolve the issue for the remainder of the existing CBA that expires on June 30, 2016.

The parties hereby agree as follows:

1. Upon execution of this MOU, employees who are eligible for a promotional appointment under Article 13, Section 7 through June 30, 2016 will receive a minimum of a 5% increase in salary at time of promotion.
2. Employees who were, previous to the execution of this MOU, promotionally appointed Under Article 13, Section 7, between the dates of July 1, 2013 through the date of execution of this MOU, will receive a single payment retroactive to the date of promotion if their promotional pay rate was originally less than 5%. This payment is for the purpose of remedying any difference between the increase the employee received upon their promotional appointment date and the 5% minimum referenced in Section 1, above.
3. Except as provided in Term 4, Employees whose resulting salary rate is not equal to an actual Step as listed in the Salary Schedule, will remain "off step" during the remaining term of the CBA. Any subsequent salary adjustments will be executed according to the existing terms of the CBA.
4. The 12/10/2014 promotional pay rate for employee Julie Craig will be retroactively adjusted to Step 3 of the Code Enforcement Officer position.
5. These provisions are being adopted to address specific issues that arose and are not intended to change any other MOU provisions, past practice,

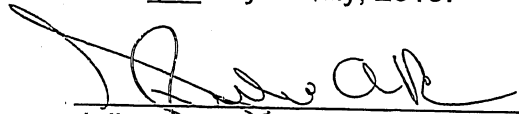
or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.

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.
7. This MOU follows the same term of agreement, Article 29, as the existing collective bargaining agreement.

This Memorandum of Understanding is effective this 17 day of ^{September} ~~July~~, 2015.



Rob DuValle, HR Director
City of Bend



Julie Price, President
COBEA