MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Bend Fire Association (Association) and the City of Bend (City) is for the purpose of memorializing the agreement between the parties as it relates the Retiree Work-Back Program (Program) for calendar year 2015.

Recitals

A. The parties have agreed to implement a retiree work-back program on a time-limited basis.

B. The parties believe that providing the Program will be advantageous to the workforce planning needs of the City and for the members of the Association who are eligible for the Program.

Terms of Agreement

1. All employees who qualify for retirement are eligible for consideration of the Program.
2. Employees who wish to participate in the Program must submit a Notice of Retirement letter to the City by December 31, 2014. The Notice must include a retirement date between July 1 and December 31, 2015. Once received by the City, the notice is irrevocable by the employee.
3. Upon receipt, the City will authorize a work-back period of time between two to four months in duration (limited to a maximum of 1039 hours). The Department Director retains complete discretion to determine the total length of the work-back period based on the operational needs of the Department. Extensions to the authorized work-back period of time may be made on a case-by-case basis with written authorization from the Department Director but in no case will the total hours exceed 1039 in a calendar year.
4. Retirees are not obligated to participate in the Program. Retirees who wish to participate must sign an Employment Agreement in the form of Attachment A in order to be eligible to participate in the Program. Employees must agree to the terms and conditions expressed within the Agreement.
5. Retirees in the Program are considered temporary employees of the City and are "at-will" and may be removed from employment without notice at the City's discretion.
6. Retirees will receive their regular hourly rate of pay (including incentives held at date of separation) for the duration of the work-back period. Retirees are not eligible for compensation adjustments during the work-back period.
7. Retirees are not eligible for fringe benefits or paid leave.

8. The establishment of the Program does not prohibit the City and Association from entering into retiree work-back agreements with employees outside of the terms and conditions contained within this MOU on a case-by-case basis.
9. 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.

This Memorandum of Understanding is effective this 17th day of October, 2014.

Rob DuValle, HR Director
City of Bend

Patricia Connolly, President
Bend Fire Association

CITY OF BEND
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is between the City of Bend, an Oregon municipal corporation (City) and [EMPLOYEE NAME] (Employee). This Agreement covers the terms and conditions of Employee's post-retirement employment.

Recitals

A. Employee has advised the City that they wish to retire effective [DATE].

B. Employee is an experienced and capable [JOB TITLE].

C. State law allows retired public employees to be reemployed after retirement, provided they work limited hours during a year.

D. The City has budgeted funds available to pay Employee for work after her retirement.

E. The City has determined that the total expenditures for Employee's position will be reduced during the term of this Agreement.

F. The City has reviewed existing personnel and determined that there is insufficient capacity to reassign workload to provide needed services.

G. Employee wishes to work for City after their retirement date as a retired employee to assist in the transition of workload, and City has need of Employee's particular experiences and skills.

Terms of Agreement

1. Employee will retire from regular service with the City on [DATE].

2. Employee will return to work for the City of Bend on a temporary basis effective [DATE] in the position of [JOB TITLE]. The duties, responsibilities, and authority shall be identical to those of the position prior to retirement.

3. The work shall be full time continuing until or about [DATE] or until the transition of workload to the new [JOB TITLE] is complete if earlier than [DATE]. The duration of the temporary appointment may be extended on a month-by-month basis with prior written agreement of both parties, based on organizational need and Employee availability. However, Employee's actual hours worked shall not exceed 1039.

4. This agreement is an interim arrangement. Employee will be classified as a temporary employee while this Agreement remains in effect. Temporary employees are considered at-will and serve at the pleasure of the City.

5. The City of Bend will pay Employee at a rate of [MONTHLY SALARY] per month. The rate of [HOURLY AMOUNT] an hour shall be paid for actual hours worked if less than a full pay cycle is worked. The position is designated FLSA overtime eligible according to City policy.

6. As a temporary employee of the City of Bend, the earnings paid Employee shall be subject to standard withholdings such as state and federal income taxes, Medicare, Social Security, and workers compensation insurance.

7. Employee shall not be eligible to receive fringe benefits and/or leave.

By: _____ **Date:** _____

City of Bend

By: _____ **Date:** _____

[EMPLOYEE NAME]