

**Memorandum of Understanding
between the
Bend Police Association
and the City of Bend**

This Memorandum of Understanding is entered into by the Bend Police Association (Association) and the City of Bend (City) to memorialize the understanding between the parties as it relates to the Fiscal Year 2023, 2024, and 2025 of the Community Enhancement Program (CEP).

This Memorandum of Understanding replaces the CEP Phase I Memorandum of Understanding, the CEP Phase II Memorandum of Understanding, the CEP Phase III Memorandum of Understanding, and the CEP Phase IV Memorandum and their provisions and relevant past practice(s).

This MOU is from July 1, 2022, to June 30, 2025, and ends with the evaluation period in 2025, with each respective year evaluated from July 1 to June 30.

The Parties agree as follows:

Recitals

1. Community Enhancement Program (CEP) preamble:

The City is a strong proponent of law enforcement engagement with members of the community. The City also recognizes the value of experienced Officers' involvement with the community. Therefore, the City of Bend Police Department (Department) seeks to develop yearly goals and objectives to meet law enforcement and community needs.

This program is designed to promote and embody the Department's mission "To Protect and Serve," involving methods of utilizing community policing to the utmost possible, and to do so while embracing and exemplifying our Department's vision and values of teamwork, integrity, and excellence.

The *Community Enhancement Program* (CEP) program is not intended to replace our commitment to enforcing laws, addressing criminal behavior, and solving problems. Instead, it supports and enhances our mission. CEP helps to direct some of our discretionary time toward interactions with our community by working with them as partners. It also focuses on building relationships within our community that may help deter or even prevent future crimes and/or problems from arising. The engagement of members of our police department with community members during non-call for service-related times continues and strengthens the trust-building process between the community and their police department. The foundation of trust is what enhances our police department's ability to be seen as having legitimate authority to engage in policing in our community. Trust and legitimacy allow us to effectively police, enforce, and serve our community.

The Department, along with input from the Association, developed a program called the Community Enhancement Program (CEP) in an effort to focus on Communication, Education, and Public Participation between law enforcement and the community. The initial trial phase (Phase I) was from January 1, 2017, to June 30, 2017. The second phase (Phase II) was from July 1, 2017, to June 30, 2018. The third phase (Phase III) was from July 1, 2018, to June 30, 2019, Phase IV was from from July 1, 2020, to June 30, 2021. This MOU pertains to Phase V, which is from July 1, 2022, to June 30, 2025, and ends with the evaluation period in 2025, with each respective year evaluated from July 1 to June 30.

This MOU intends to memorialize the Fiscal Years 2023, 2024, and 2025 of the Community Enhancement Program (CEP) from July 1, 2022, to June 30, 2025.

2. Eligibility:

This eligibility includes probationary employees. The trainer and trainee will each be separately responsible for meeting the time requirement. For example, if they go out together on a CEP detail, the trainer and trainee will get credit for the time and will be required to log their time separately.

CEP is a voluntary program. No one will be required to participate in the program. Participants must have a signed form declaring they choose to participate to be eligible. Suppose employees choose to not participate in the CEP. In that case, these members are still expected to embody the principles of being a community policing officer and are to engage in relationship building and community partnership in problem-solving while working. Additionally, members may still be assigned duties that may fall under this program as part of their normal employment duties. Choosing not to participate in the established program does not relieve a member from participating in community education, relationships, walking patrols, or other assigned tasks.

For Fiscal Years 2023, 2024, and 2025: Employees must be City of Bend Police Department Full Time employees represented by the Police Association as of July 1, of the applicable fiscal year. Employees hired after July 1 of the relevant fiscal year will not be eligible. The Department will evaluate each employee's performance for the MOU period after the conclusion of the MOU period to determine if the individual participant met the required hours. Employees must remain employed in an Association-represented position until June 30 of the applicable fiscal year to be eligible for the enhancement pay at the end of the CEP phase. If an employee separates from employment prior to June 30 of the applicable fiscal year, then the employee will not be eligible to receive any CEP incentive pay for the entire period of this MOU; there will be no compensation paid to the employee and there will be no pro-ration of CEP incentive pay. However, if an employee is promoted to or assigned a non-represented position within the Police Department during the CEP phase, then they will be eligible to be paid for the pro-rated months they served in the CEP phase while they were a represented employee if they performed an equivalent of pro-rated CEP hours. For example, if an employee serves as a represented employee for six months of the CEP phase and completes 10 CEP hours during that time prior to promotion to a non-represented position, the employee will be eligible, if approved, for 50% of the incentive in Section 5 of this MOU. The incentive will be applied only to compensation paid to an employee while they served as a represented employee during the CEP phase. Such pay will be paid within the described CEP payment schedule.

3. Required Hours and Recording of Hours:

Each member must obtain a total of 20 CEP hours per annual period to be eligible for the compensation incentive. Each engagement opportunity on the attached Appendix 1 identifies the available hours for each type of event. Members may obtain their 20-hour minimum by combining any variety of events that equal a total of 20 hours. Participants will not be allowed to obtain more than 10 hours of CEP, which will count towards the 20-hour minimum during the last quarter (April through June). This is to ensure participants perform the bulk of their CEP time in an even, balanced manner to accomplish the goal of regular, positive interaction with our community members throughout the year. Participants are expected to complete their CEP activities in a reasonably consistent manner throughout the year to avoid impacting operations by attempting to accrue CEP hours in a short period.

All participants are required to log and monitor their CEP hours. Participants are responsible for documenting their own time into the CEP program in SharePoint (or any subsequent record-keeping

system), understanding that if they fail to do this, their time will not count toward their required CEP hours. CEP events performed will be entered in the tracking program by the member in minute increments, and the program will convert to hours and minutes measurements as accumulated over time. Only documented hours for CEP activities approved by a division commander will be included to determine eligibility. Approved programs for all represented members are attached to this document as Appendix 1. Once a member meets their 20-hour minimum for CEP activities, all additional CEP activities are still expected to be logged into the SharePoint system. It is in the interest of the Bend Police Department, our members, and our community to be able to fully account and report on all CEP hours our members are participating in, not just the 20-hour minimum.

If a special circumstance arises that requires a modification from this procedure for a participant, Chief approval will be required. An example may be an unforeseen illness or injury that prohibits a participant from accruing CEP activities. A participant's consistent accrual of CEP hours should be considered by the Chief when considering a modification request. Consistent CEP participation throughout the year is anticipated to benefit both participants and the Department.

Members will not be credited for CEP hours for participating in activities that are part of their normal job description and expectations. As an example, the SRO positions would not receive CEP credit for attending a high school sports event if it is part of their normal assigned duties or a CSO would not receive CEP credit for contributing to social media content if that was part of their normal assigned duties, etc. If there is a question if an activity is part of your normal assigned duties, inquire with your division commander.

4. Goals for CEP:

- a. Increased contact with the community at large, including community groups, gatherings, and events.
- b. Increased contact with youth and schools.
- c. Improved downtown livability and public experience.
- d. Improve communication with the overall community and businesses.
- e. Positive interaction with Veteran's groups/organizations.
- f. Positive social engagement with community members to build trust between the community and their police department and increase the transparency of our work.
- g. Provide social, non-crisis, engagement opportunities for our members to increase officer wellness and health.
- h. Increased opportunities to engage in mentoring, coaching, and being a part of the community, and representing the values of community policing and community engagement by Bend PD members.

The engagement opportunities identified in Appendix 1 have been identified by management with input and suggestions from the association members. Programs may change, be added or eliminated by management on an annual basis to take effect during the next CEP fiscal year. Management will provide notice to the Association of management's intended changes, and any input from the Association regarding potential changes to the goals and programs will be discussed and presented to the administration for consideration between April 1 and May 31, before the next applicable CEP fiscal period. The specific programs and events approved for CEP hours vary by position but are based on attaining the above goals. Approved programs for our members are attached to this document as Appendix 1.

5. Incentive:

After June 30, of the applicable fiscal period, each participant will be evaluated for meeting the goals as outlined in this MOU. Upon approval by the City, each participant who accrued, at a minimum, 20 CEP hours will receive a lump-sum payment of 2% of all compensation paid between July 1 and June 30 of the applicable fiscal period. The City will make the payment the first pay period of October after the phase period ends. The payment date is subject to change if mutually agreed to by both the Association and the City in writing. Payment is subject to applicable withholdings.

The only exception to the required 20-hour CEP activity minimum to obtain the 2% lump sum payment of all compensation will be for any covered member who can verify that anytime during the CEP annual period they had participated as a head coach or assistant coach in a youth or high school sports season for a program operated within the City of Bend. If a member can provide verification of coaching, then they will only need to complete a total of 15 hours of CEP hours to obtain the 2% lump sum payment of all compensation. If a member chooses this exception, they must obtain approval by their command prior to the commencement of the season in which they are coaching. In addition, there must be knowledge to the participants in the sport that the member is a Bend PD member. Also, the activity shall be logged in the CEP log on SharePoint.

6. Limitations:

The work performed to meet these goals will be accomplished during normally scheduled work hours (subject to flextime within the same day's shift with supervisory approval) and will not incur overtime. Employees are responsible to maintain work performance expectations for normal duties and may be directed to perform normal work duties before or after activities related to this program.

If a member has chosen participation as a coach in youth or high school sports program, this specific activity would be accomplished in a member's off duty personal time. It is agreed that any member participating in coaching is not considered working and they are not performing the activity as a condition of this MOU and are not considered working for the Bend Police Department or the City of Bend at any time while coaching.

7. Denial of program incentive:

In the event an employee contests denial of the incentive, the employee may provide a rebuttal to a panel consisting of two Department representatives, two Association Executive Board members, and one additional panel member consisting of a management-level employee from City Hall as decided by the Department. The Department will consider the recommendations from the Association for the fifth-panel member. The panel's decision will be final and binding and is not subject to the grievance procedures of the Collective Bargaining Agreement between the Association and the City. The panel is not intended to be conducted as an arbitration proceeding.

8. Duration of MOU: This MOU is from July 1, 2022, to June 30, 2025, and ends with the evaluation period of 2025. This MOU is subject to ratification by the respective parties in conjunction with the ratification of the 2022-2025 collective bargaining agreement.

This Memorandum of Understanding is signed this 20th day of September 2022, retroactively effective to July 1, 2022.

DocuSigned by:

Rob DuValle

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Rob DuValle, HR Director

City of Bend

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Gregory Goller

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Gregory Goller, Bend Police

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Mike Krantz

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Mike Krantz, Police Chief

City of Bend