

Memorandum of Understanding

This Memorandum of Understanding between the Bend Police Association (Association) and the City of Bend (City) is for the purpose of memorializing the agreement between the parties as it relates to the City's elimination of the Police Corporal classification.

Recitals

1. The City has identified an organizational need to eliminate the classification of Police Corporal.
2. The parties have reached the following mutually agreed upon terms.

Terms of Agreement

1. The City and the Association agree the existing classification of Police Corporal, currently represented by the Association, will be eliminated and removed from the list of classifications referenced in Article One, Recognition, Section A(10) effective July 25, 2024.
2. The City and the Association agree that employees occupying Police Corporal positions as of July 25, 2024 will be reassigned to Police Officer positions.

The City and the Association agree that employees reassigned from Police Corporal positions to Police Officer positions will maintain their hourly rate of pay. Employees who are reassigned will have their hourly rate of pay "red-circled" to remain at their rate of pay as of July 25, 2024 until the Police Officer wage grade exceeds the employee's "red-circled" hourly rate of pay, at which time they will immediately move to the higher police officer rate of pay. After that time, the reassigned employees will be eligible for compensation adjustments in normal course pursuant to the terms of the CBA.

3. Reassigned Police Corporals will not lose seniority and will receive credit for their time as Police Corporals for the purpose of Police Officer seniority.
4. Reassigned Police Officers (former Police Corporals) are eligible for Field Training Officer / Police Training Officer (FTO/PTO) premium pay under Article Twenty-Seven (27), Subsection G of the CBA using their then-effective base rate of pay.

5. All other benefits, terms, and conditions of the CBA will continue to apply to assigned former Police Corporals.
6. 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 Section Twenty-Eight of the CBA.
7. These provisions are being adopted to address specific issues that arose and are not intended to change any other provisions of the CBA, any other provisions of applicable Memorandums of Understandings, or past practice or policies, nor to set a precedent beyond the terms set forth in this Memorandum of Understanding.
8. Nothing in this MOU modifies the City's rights as outlined in the CBA or limits in any way the City's right to create, modify, or eliminate jobs and assign work, nor does it limit the Union's right to bargain the impacts of any creation, modification, or elimination of jobs or assignment of work.

This Memorandum of Understanding is effective as provided in terms of this agreement with full execution as signed below on this ____ day of 5/23/2024, 2024.

DocuSigned by:



Rob DuValle, HR Director
City of Bend

DocuSigned by:



Greg Goller, President
Bend Police Association

DocuSigned by:



Mike Krantz, Police Chief
City of Bend