

**Memorandum of Understanding
Between The
Bend Police Association
And the
City of Bend**

Community Enhancement Program

This Memorandum of Understanding is entered into by and between the Bend Police Association and the City of Bend to coincide with the execution of the new 2016 collective bargaining agreement.

Whereas, the parties seek to memorialize the introduction of a new program to enhance community policing. This agreement is intended as a trial period to evaluate the effectiveness of the program.

The parties agree as follows:

1. Community Enhancement Program "CEP" preamble:

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

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

The Department, along with input from the Association, is developing a program called the Community Enhancement Program (CEP) in efforts to focus on Communication, Education and Public Participation between law enforcement and the public.

The intent of this agreement is to start with an initial trial phase with some beginning introductory goals and objectives for particular Department groups. Thereafter, the second phase will integrate additional goals and objectives based on operational need and may integrate different Department groups.

The initial trial phase (Phase I) will be from January 1, 2017 to June 30, 2017. The second phase (Phase II) will be from July 2017 to June 30, 2018. These are the periods that teams may meet the goals and criteria of the plan in order to qualify for the enhancement payment. The Department will evaluate the initial trial phase, and with input from the Association, evaluate and establish goals for the second phase.

2. Eligibility: The Department will evaluate each team's performance for the phase period. Employees must be currently employed and off probation when approved for the enhancement, and otherwise there is no compensatory value upon separation of employment prior to approval.

3. Introductory Teams and Goals for Phase I.

Initial Teams:

Patrol, CRT, Traffic, CSO's, Problem Orientated Policing (POP), Detectives and Narcotics, Records, I.T, Training, Evidence, Administrative Support.

Introductory Goals:

- a. Increased contact with public at large including community groups.
- b. Increased contact with youth and schools.
- c. Improved downtown livability and public experience.
- d. Improve communication with general public and business.

4. Incentive: After Phase I, each team will be evaluated for meeting the introductory goals. Upon approval by the City, each employee in the team will receive a lump sum payment of 1.5% of all compensation earned during the time period of the respective Phase. The City will make best efforts to make the payment by October after the phase period ends. Payment is subject to applicable withholdings.

After Phase II, each team will be evaluated for meeting the introductory goals. Upon approval by the City, each employee in the team will receive a lump sum payment of 2.0% of all compensation earned during the time period of the respective Phase. The City will make best efforts to make the payment by October after the phase period ends. Payment is subject to applicable withholdings.

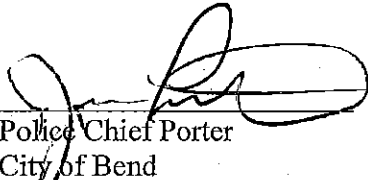
5. Limitations: The work performed to meet these goals will be performed during normally scheduled work hours (*subject to flextime with supervisory approval*) and will not incur overtime. Employees are responsible to maintain work performance expectations for normal duties and may be directed to perform normal work duties prior to activities related to this program.

6. Denial of program incentive: In the event an employee contests denial of the enhancement value, the employee may provide 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 recommendations from the Association for the fifth panel member. The decision of the panel will be final and binding and is not subject to further grievance procedure. The panel is not intended to be conducted as an arbitration proceeding.

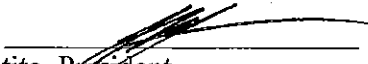
7. Duration of Agreement: This agreement is for a trial period and ends with the second evaluation period in 2018 and subsequent evaluation period. During the month of October

2018, either party may reopen this MOU for bargaining limited to the terms of this agreement. The reopener is not for any other terms of the collective bargaining agreement and is a reopener under ORS 243.712.

8. This agreement is subject to ratification by the respective parties in conjunction with ratification of the 2016 collective bargaining agreement.



Police Chief Porter
City of Bend
(for the purposes of tentative agreement)



Leo Lotito, President
Bend Police Association
(for the purposes
of tentative agreement)

