

Memorandum of Agreement
By and Between
The City of Bend
And
The Bend Police Association

The purpose of this Memorandum of Agreement (MOA) between the City of Bend (City) and the Bend Police Association (BPA) is to reform those provisions of the City-BPA Collective Bargaining Agreements that were rendered unlawful after the Supreme Court of the United States' decision in *Janus v. AFSCME* on June 27, 2018.

The parties agree to reform Section 2 of the City-BPA Collective Bargaining Agreement as set forth below pursuant to the savings clause at Section 41.

Section Two. Check-Off/Payroll Deductions:

A. All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

B. The City, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the **City Association**, will deduct Association dues, **fees, costs, charges, assessments**, and insurance premiums from the wages of such employee.

B.C. Any authorization for payroll deductions may be cancelled by an employee upon **30 days'** written notice to the City and the Association **prior to the 15th day of each month**, to be effective on the first day of the following month.

C.D. The City will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

~~**D.** Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee shall have deducted from his pay by the City, as a condition of employment, a monthly service fee in lieu of dues in an amount certified to the City by the Association. This service fee shall be used on a pro-rata basis solely to defray the cost or its services rendered in negotiating and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.~~

~~**E.** Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the City and the Association of his objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.~~

