

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 appointment of employees to Limited-Term Equivalent (LTE) positions in the Bend Police Department.

Recitals

1. The City currently has one LTE position in the Police Department.
2. External candidates are defined as person who, at time of appointment, are not actively on the City's payroll and are eligible for appointment by the Chief of Police into an established Limited Term Equivalent (LTE) position. Association-represented employees are not external candidates.

Terms of Agreement

1. The City and Association agree that external candidates for appointment into LTE positions are subject to the terms of the Collective Bargaining Agreement between the City and Association excluding Section Twelve – Seniority and Section Thirty-five – Layoff.
2. The City and Association will discuss and attempt to agree to terms for Association-represented employees eligible for appointment to LTE positions, specifically clarifying whether and to what extent the employee will have access to protections under Section Twelve – Seniority and Section Thirty-five – Layoff, depending on the situational facts of the particular appointment
3. The Association will be provided notice in writing of all external and internal employees hired into or continued in a LTE position within the bargaining unit.
4. 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 parties' CBA.
5. These provisions are being adopted to address specific issues that arose and are not intended to change any other provisions of the Collective Bargaining agreement, 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.

6. 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 mandatory subjects of bargaining.

This Memorandum of Understanding is effective this 20th day of April, 2020.

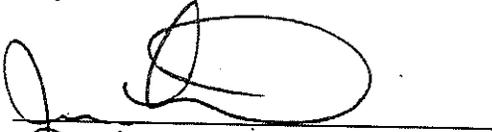


Rob DuValle, HR Director

City of Bend



Bend Police Association, President



Jim Porter, Police Chief

City of Bend