

Memorandum of Agreement  
Between  
Clackamas County and Clackamas County Peace Officers Association

Clackamas County (County) and Clackamas County Peace Officers Association (CCPOA) are parties to a Collective Bargaining Agreement covering 2020-2023. The County and CCPOA reached a successor agreement. The ratification date of the successor agreement is November 8, 2023.

The ratification date impacts the implementation of certain terms, including wage and incentive pay increases.

The County and CCPOA recognize the County's ability to effectuate the implementation of these terms is dependent on payroll systems, and these payroll systems are in process of system upgrades and revisions. In part, the County is reliant on third parties for the timing of the upgrades and revisions to the payroll system. Accordingly, the County and the CCPOA recognize flexibility on processing some of the bargained for changes; however, the County and the CCPOA agree the effective date for the bargained for change is not flexible. The effective date for the bargained for changes will be fixed to the date of ratification by the Board of County Commissioners.

Therefore, the County and CCPOA agree on the following general schedule for processing the bargained for changes with the November 8, 2023 effective date of the ratification by the Board of County Commissioners:

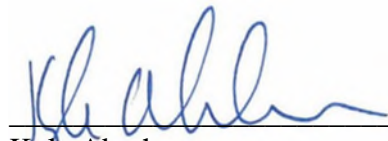
1. With the payroll period starting on November 11, 2023, the County will implement an increase to wages of four and one-half percent (4.5%) and the change to the graveyard shift differential as set forth in Article 12 of the newly ratified Collective Bargaining Agreement. The County will also implement the bargained-for salary grade changes for the Community Service Officer and Community Service Officer, Senior classifications, the new, single Step for Deputy Sheriff, Recruit and Jail Deputy, Recruit\* classifications, as well as the new top steps for sworn classifications, as set forth in Article 12 of the newly ratified Collective Bargaining Agreement. Finally, the County will implement the flat rate incentives listed under Article 31 of the newly ratified Collective Bargaining Agreement.
2. With the pay date of December 8, 2023, the County will process a lump sum retroactive payment for the four and one-half percent (4.5%) covering the hours from July 1, 2023 to November 10, 2023, and the County will process payroll with the other increases implemented for the payroll period starting on November 11, 2023 listed above in paragraph 1.
3. With the payroll period starting December 9, 2023, the County will implement the bargained-for changes related to the "incentive matrix" in Article 31 of the newly ratified Collective Bargaining Agreement, which include DPSST certification and education degree incentives and longevity for sworn-employees, along with the increased incentive for the School Resource Officer position.

4. With the pay date of January 5, 2024, the County will process payroll for the hours covering December 9, 2023 to December 22, 2023. This payroll will include all of the bargained for increases related to the “incentive matrix” and SRO premium under Article 31 of the newly ratified Collective Bargaining Agreement. The County and the CCPOA agree to make a good faith effort to review paychecks and ask employees to review paychecks issued on January 5, 2024 to ensure all bargained for increases have been added for the hours worked between December 9, 2023 and December 22, 2023. The good faith effort does not preclude subsequent corrections if discovered after January 5, 2023.
5. Finally, on a payroll period in February 2024, the County will process a second retroactive payment on hours between November 11, 2023 and December 8, 2023 for all bargained-for increases related to the “incentive matrix” and SRO premium under Article 31 of the newly ratified Collective Bargaining Agreement implemented on the payroll period starting on December 9, 2023.


\*This new, single rate will be equivalent to Step 1 of Deputy Sheriff/Jail Deputy. As a result, there will be a number of newly promoted Deputy Sheriff/Jail Deputy employees who will be at the same rate as Recruit employees upon implementation. The County agrees to move these Step 1 Deputy Sheriff/Jail Deputy employees to Step 2 effective November 11, 2023, earlier than their scheduled six month step advancement. These employees will be eligible for their next step advancement on December 1, 2024, which is the first of the month following twelve (12) months from their last step advancement. This early salary increase is to remedy the compression created by this unique circumstance and is not precedent setting.

Any disputes regarding the interpretation or implementation of the payroll processing for the bargained-for increases are subject to the grievance procedure within the parties’ successor collective bargaining agreement.

This MOA is effective upon execution by the parties.

  
\_\_\_\_\_  
Kyle Abraham  
Spokesperson for the County

Date: 11-8-23

  
\_\_\_\_\_  
Anil Karia  
Spokesperson for the Association

11/8/23

Date: \_\_\_\_\_

## **ARTICLE 12 – WAGES**

### **Section 1. Wages and Classification Schedule.**

Effective July 1, 2023, the pay plan for all classifications within the bargaining unit will be increased by 4.5%. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2023 to the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of ratification. In addition, if the County extends to any other County bargaining unit an across-the-board increase greater than 4.5%, the County shall extend the same increase to the POA bargaining unit. To be eligible, employees must be employed by the County on the date of ratification.

Effective the first pay period after ratification, and after the 4.5% across-the board increase is applied to the pay plan, all sworn classifications shall have an additional five percent (5%) top step added to the pay plan. Any employee in a sworn classification who has been at the top step of their pay plan classification for one (1) year or more shall automatically move to the new top step effective the pay period after ratification. Any employee in a sworn classification who has been at the top step of their pay plan classification for less than one (1) year shall move to the new top step on their merit date. For the purpose of this provision, "sworn classifications" are the classifications of DA Investigator, DA Investigator Sr., Evidence Technician, Deputy Sheriff, Detective, Jail Deputy, Jail Sergeant, and Sergeant.

Effective the first pay period after ratification, and after the 4.5% across-the board increase is applied to the pay plan, the salary grades for the Deputy Sheriff Recruit and Jail Deputy Recruit classifications will be removed from the pay plan and replaced with a classification step equivalent to the first step of the Deputy Sheriff/Jail Deputy classifications. All employees in the Deputy Sheriff Recruit and Jail Deputy Recruit classifications will begin at this one Step, and will remain on this step until they obtain Deputy Sheriff/Jail Deputy (103/121) classification status, at which time the Deputy Sheriff/Jail Deputy will advanced to the next step.

Effective the first pay period after ratification, and after the 4.5% across-the board increase is applied to the pay plan, the Community Service Officer classification will be moved to pay grade 15 and the Community Service Officer, Senior classification will be moved to pay grade 17. Incumbent employees in those classification will maintain their respective pay steps and anniversary dates on the new pay plans.

For all POA classifications with more than one step the advancement to the next step within the salary grade for their classification shall be six (6) months from the first of the month following their first day of work in the position. Thereafter, employees are eligible for a step advancement at the conclusion of twelve (12) months of continuous service since their last step advancement.

Effective July 1, 2024, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Effective July 1, 2025, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

The COLA percentage will be sent to the Association President by April 1 of each year. An updated pay plan will be published by the County each year by July 1 on the Department of Human Resources website.

## **Section 2. Deferred Compensation.**

An amount equivalent to four percent (4%) of the employee's base pay as set forth in the pay plan shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

## **Section 3. Time of Service.**

Step increases (merit raises), and longevity pay for regular full-time employees, shall be determined on the basis of calendar months within which the employee has worked without interruption in service. "Interruption in service" shall not include those authorized leaves as set forth in this Agreement.

## **Section 4. Longevity Pay for Non-Sworn Bargaining Unit Employees.**

For employees hired before November 8, 2023, non-sworn bargaining unit employees shall be eligible for longevity pay at the following rate: for every five (5) years (60 months) of continuous County service, the employee shall receive \$76.80 per month longevity pay in addition to their normal compensation. Eligibility shall be based upon the number of continuous years of regular status County Service. Continuous service for the purpose of determining eligibility for longevity pay shall be service unbroken by separation from County employment that results in a changed date of hire. On July 1, 2024 and July 1, 2025, the amounts shall increase by the amount of wage increase determined in Section 1 above.

For employees hired on or after November 8, 2023, non-sworn employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular status County service in the following amounts based upon accumulation of established time employed in a paid status.

Years	Percent
5	1.0
10	1.5
15	2.0
20	2.5
25	3.5
30	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from County employment that results in a new date of hire. The calculation for longevity shall be based on the employee's service date minus

thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

**Section 5. Computation of Hourly Rate. Salary scale has hourly rate.**

The base hourly rate is specifically identified for each classification in the pay plan. The pay plan also shows a 2080 base annual salary formulated on the base hourly rate of pay.

**Section 6. Graveyard Shift Differential Pay.**

Employees who work 50% or more of their scheduled work hours after 12:00 midnight shall receive a shift differential of three percent (3%) of their base pay for all hours worked during their shift. If an employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on their graveyard shift, the employee will continue to receive the shift differential. (Example: Employee is on graveyard and is mandated to work into the day shift). Employees working voluntary overtime or mandated from swing shift into graveyard are not eligible for graveyard shift.

**ARTICLE 13 – OVERTIME**

**Section 1. Overtime.**

Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All authorized work performed in any work day in excess of:
  - 1. eight (8) hours for employees on a 5-8 work schedule, or
  - 2. nine (9) hours in a nine (9) hour work day or eight (8) hours for an eight (8) hour work day for employees on a 9-80 schedule; or
  - 3. nine (9) hours for employees on a 5-9/4-9 work schedule, or
  - 4. ten (10) hours for employees on a 4-10 work schedule, or
  - 5. twelve (12) hours in a twelve (12) hour work day, or eight (8) hours in an eight (8) hour work day, for employees on a 3-12/3-12 + 8 hour work schedule;
- B. All authorized work performed in excess of:
  - forty (40) hours in any work week for employees on a 5-8, 9-80 or 4-10 work schedule, or
  - eighty-one (81) hours in the regular 14-day work period for employees on a 5-9/4-9 work schedule, or
  - eighty (80) hours in the regular 14-day work period for employees on a 3-12/3-12 + 8 work schedule;
- C. All authorized work performed on a scheduled day off. In the event an employee is required to work on a day off, the employee will be paid a minimum of four (4) hours at time and one-half.

incentive program consisting of training and community service, Department of Public Safety Standards and Training certification, superior firearms qualification and supervisory certification. The following premiums are paid subject to the conditions of this Article:

#### DPSST Incentives:

For the purpose of this provision, “sworn classifications” are the classifications of DA Investigator, DA Investigator Sr., Evidence Technician, Deputy Sheriff, Detective, Jail Deputy, Jail Sergeant, and Sergeant. Sworn employees of the bargaining unit shall be entitled to receive incentive pay pursuant to the rates for such pay based on education, years of service and DPSST certification as specified in the “Certification, Education and Longevity” Schedule, subject to the following conditions:

1. Incentive pay is not cumulative and members are eligible for one level only.
2. Education incentive will only be accepted for a college degree equivalent to a Bachelor’s or Master’s Degree. Degree must be job related and obtained from a college or university accredited by an organization recognized by the United States Department of Education.
3. Verification by certified transcript of all college degrees must be submitted to Training Coordinator not less than thirty (30) days prior to the first day of the month for which incentive pay is sought. All adjustments to the incentive pay shall be effective at the beginning of the first payroll period following meeting the above conditions. For employee receiving degree pay as of the date of ratification, verification by certified transcript is not required.
4. For this Section, “Years of Service” includes any DPSST certified employee who had lateraled or who laterals from another law enforcement agency will be credited with up to ten (10) years within a specific discipline, as determined by the Sheriff, of prior certified law enforcement or jail service for the purpose of this Section. An employee will be credited with prior service one time, after successful completion of the probationary period.
5. Certification pay will commence effective the first pay period following proof of certification by DPSST to the Sheriff. Employee receiving certification pay as of the date of ratification are not required to provide proof of certification by DPSST.
6. Employees in sworn classifications are eligible for the following incentive percentages below, which are applied to the employee’s base pay:

Other Incentives:

DPSST CERTIFIC ATION & BACHELO R OR MASTER DEGREE	YEARS OF SERVICE																		
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Percentages																		
NBasic Only/No degree				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Intermediate	2	2	2	3	4	4	5	5	6	6	6	7	7	8	8	8	9	9	10
Intermediate with Degree	4	4	4	5	6	6	7	7	8	8	8	9	9	10	10	10	11	11	12
Advanced or Supervisory	4	4	4	5	6	6	7	7	8	8	8	9	9	10	10	10	11	11	12
Advanced or Supervisory with Degree	6	6	6	7	8	8	9	9	10	10	10	11	11	12	12	12	13	13	14
INCENTIVES										Monthly Amounts 7/1/2022		Monthly Amounts 11/8/2023		Monthly Amounts 7/1/2024		Monthly Amounts 7/1/2025			
Marksmanship Pay										\$46.31\$		\$48.40		COLA		COLA			
Educational @ 75 hrs. annually or										\$146.72		\$153.32		COLA		COLA			
Educational @ 50 hrs. annually or										\$101.55		\$106.12		COLA		COLA			
Educational @ 25 hrs. annually										\$50.77		\$53.05		COLA		COLA			
Community Service Officers w/AA degree										\$46.31		\$48.40		COLA		COLA			
Community Service Officers w/BA degree										\$101.55		\$106.12		COLA		COLA			
IAI Certified Crime Scene Investigator (Basic)										\$28.81		\$30.11		COLA		COLA			
IAI Certified Crime Scene Investigator (Inter)										\$43.56		\$45.52		COLA		COLA			
IAI Certified Crime Scene Investigator (M/PhD)										\$74.03		77.36		COLA		COLA			

<b>INCENTIVES</b>	<b>Monthly Amounts 7/1/2022</b>	<b>Monthly Amounts 11/8/2023</b>	<b>Monthly Amounts 7/1/2024</b>	<b>Monthly Amounts 7/1/2025</b>
IAI Certified Crime Scene Analyst (Inter)	\$43.56	\$45.52	COLA	COLA
IAI Certified Crime Scene Analyst (Intermediate w/ Bachelors)	\$74.03	\$77.36	COLA	COLA
IAI Certified Crime Scene Analyst (Intermediate with Masters/PhD)	\$87.09	\$91.01	COLA	COLA
IAI Certified Senior Crime Scene Analyst (Advanced)	\$95.51	\$99.81	COLA	COLA
IAI Certified Senior Crime Scene Analyst (Advanced w/Bachelors)	\$162.36	\$169.67	COLA	COLA
IAI Certified Senior Crime Scene Analyst (Advanced with Masters/PhD)	\$190.97	\$199.57	COLA	COLA
IAI Certified Latent Print Examiner	\$162.36	\$169.67	COLA	COLA
IACIS Certified Forensic Computer Examiner	\$95.51	\$99.81	COLA	COLA
IACIS Certified Forensic Computer Examiner (w/Bachelors)	\$162.36	\$169.67	COLA	COLA
IACIS Certified Forensic Computer Examiner (w/Masters/PhD)	\$190.97	\$199.57	COLA	COLA
IACIS Certified Mobile Device Examiner	\$28.81	\$30.11	COLA	COLA
IACIS Certified Advance Windows Forensic Examiner	\$28.81	\$30.11	COLA	COLA

The above amounts will increase by an amount equal to the pay plan increases provided in Article 12 as noted above.

## **Section 2. Marksmanship Pay.**

To receive marksmanship pay, a DPSST certified employee must score a minimum of eighty-five percent (85%) on the annual spring firearms qualification course. The content/criteria of the test will be determined by CCSO Firearms Training Unit, subject to approval by the Undersheriff. The employee may test for marksmanship pay only one time per year and there will be no make-up courses. The County shall pay for all authorized fees incurred at the firing range.

An employee who scores a minimum of eighty-five percent (85%) on this qualification will receive additional compensation as described above effective the pay period following qualification. This pay will remain in effect for one year, or until the effective date of the next annual spring firearms qualification whichever is later.

Practice ammunition: DPSST certified employees will be provided six (6) boxes of practice ammunition per fiscal year subject to available supply for use at the CCSO facility, but no more than two (2) boxes per visit. No later than May 15 of each year, the



Department will notify the Association if it anticipates a shortage of ammunition. The Department retains the sole discretion to determine if a shortage exists. Upon request by the Association, the parties may meet and confer about an adequate supply of ammunition.

### **Section 3. IAI and IACIS Certifications.**

Effective in the first pay period of the month following execution of this agreement, Employees who use the listed certifications in the regular duties of their classification will receive the monthly values noted above. Employees receiving any DPSST certification are not eligible for any of the below certifications.

Certifications: (inclusive of basic/intermediate/advance and education: see chart Section 31.1)

1. IAI Certified Crime Scene Investigator
2. IAI Certified Crime Scene Analyst or Senior\*  
*(\*If receiving Analyst incentive, the Investigator incentive is not paid.)*
3. IAI Certified Latent Print Examiner
4. IACIS Certified Forensic Computer Examiner
5. IACIS Certified Mobile Device Examiner
6. IACIS Certified Advanced Windows Forensic Examiner

### **Section 4. Education Pay.**

All employees of Clackamas County Sheriff's Office who are members of the bargaining unit are eligible to participate in Education Pay.

This incentive pay is not cumulative and members are eligible for one level only.

Employees wishing to participate in education pay must receive prior approval of their courses.

Employees will receive ten (10) hours credit for each successfully completed quarter hour of college credit classes.

Education credits will normally be granted for any college training that is job-related. Credits will also be awarded for non-job-related college courses if they are required courses as part of a degree program in a job-related field. Approved jobs related training courses attended during off duty hours will count towards training points.

The Education pay program is separate from the Tuition Reimbursement Program. The fact that a training or college course is approved for training points does not necessarily mean that it will be approved for tuition reimbursement.

Education hours will be compiled by the Training Officer and submitted to payroll prior to June 15 each year. Pay will commence with the first payroll period in July and will continue for a period of one (1) year.

**Section 5. Community Service Officers with AA or BA degree.**

Community Service Officers who attain an Associate's degree shall be paid additional compensation as described above. Community Service Officers who attain a Bachelor's degree shall be paid additional compensation as described above. Community Service Officers applying for compensation by way of this Section shall have completed their degree work in a law enforcement field or an approved course of study related to a law enforcement career. This incentive pay is not cumulative and employees are eligible for one level only.

**Section 6. Detective and Evidence Technician Incentive Pay Program.**

**Description.** For the classifications of Detective and Evidence Technician, a Detective or Evidence Technician employee may receive the following incentive pay subject to meeting or exceeding expectations in yearly evaluations as provided below.

**Amounts of Incentive Pay.** This is a tiered incentive pay program:

2.5% of base pay for employees in continuous service with the classification between 5 years (60 months) to 10 years (120 months).

5.0% of base pay for employees in continuous service with the classification for over 120 months.

**Review Time Period.** Incentive pay will be based on previous year employee evaluation as defined below.

**Qualification and Yearly Evaluation:**

1. Rotation Within Various Units of Detective Division.

Detectives may be rotated through the various units when necessary to suit the needs of the Sheriff's Office. Seniority is still a consideration with regard to shift schedules and days off.

2. Evaluation Ratings.

The standard performance evaluation form will be used to evaluate and document the employee's performance for the year. An employee must receive a "Meets" or "Exceeds" rating on their performance evaluations and have the required time in grade to be eligible to receive the incentive pay.

Detectives or Evidence Technician will be evaluated on the following: report reviews, investigative audits, case reviews, training file contents and supervisory input. Other considerations may include: response (when available) to the needs of the Sheriff's Office while off duty, assisting uniform personnel in the field when on duty and available, closely monitoring dispatch calls for service while on duty and in the field, attending required training (unless excused), and assisting with the training needs of the Sheriff's Office when requested.

**Appealing Decisions of “Does Not Meet Criteria.”** If an employee does not qualify for the Incentive Pay Program because their evaluation was below the rating criteria set forth above, then the employee may question the determination and have the opportunity to be heard. Management would typically follow its chain of command in responding to the employee starting with a Lieutenant then up to the Division Commander. The Division Commander’s decision is final. The Association and employee agree that the employee has no further avenue for review and cannot use the grievance process. An employee should check with their supervisor midway through their evaluation period and inquire as to their performance.

**Changes to Incentive Plan.** Any alterations to this plan deemed necessary will only be made through negotiations between the County and the Association.

#### **Section 7. Contract City Detective Incentive Pay.**

The Detectives who are assigned full-time to the cities of Happy Valley or the City of Wilsonville shall receive premium pay in the amount of five percent (5%) of the employee’s base pay as set forth in the pay plan for the period of time the employee is assigned to that contract city.

In consideration of the additional compensation paid to contract city Detectives, the Sheriff shall have the authority to move said Detectives within the Sheriff’s Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues associated from the move.

Because the Contract Cities Oversight Committee brought forth this issue and the County is only serving as its administrator, the contract cities retain sole discretion to decide whether to continue, modify or cease the incentive pay program. In the event the contract cities decide to modify or cease this incentive pay program, the County will provide the Association with thirty (30) calendar days’ advance notice of the contract cities’ decision; however, the contract cities’ decision is not a subject of bargaining or grievance.

#### **Section 8. Detective Sergeant Incentive Pay and CCITF Sergeant Pay**

Sergeants assigned to CCITF shall receive additional compensation equivalent to five percent (5%) of their base pay for the length of their assignment.

Sergeants assigned to the Investigation Division shall receive additional compensation equivalent to five percent (5%) of their base pay for the length of their assignment. This incentive pay does not apply to Sergeants assigned to CCITF (*Clackamas Co. Interagency Task Force*).

In consideration for the additional compensation paid to Sergeants assigned to the Investigation Division the Sheriff shall have the authority to move the Sergeants within the Sheriff’s Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

#### **Section 9. Field Training Officer Pay.**

Any employee assigned the responsibility of a Field Training Officer or a person supervising a Field Training Officer shall receive premium pay in the amount of ten percent (10%) of the employee's base pay as set forth in the pay plan for the length of the assignment.

The following classifications are eligible for Field Officer Pay:

- a) Jail Deputy
- b) Jail Sergeant
- c) Deputy Sheriff
- d) Sergeant
- e) Detective
- f) Community Service Officer
- g) Evidence Technician
- h) Office Specialist 1 & 2
- i) Any other classification that uses an approved Field Training and Evaluation Program (including the above listed).

#### **Section 10. Bilingual Pay.**

Any employee who is fluent in Spanish, Russian, American Sign Language, or a language agreed upon by the CCPOA and the Sheriff and in the course of the employee's duties uses that language shall receive premium pay in the amount of five percent (5%) of the employee's base pay as set forth in the pay plan.

Proficiency will be established by a Human Resources approved testing process and/or by the FBI. All costs for initial testing, documentation and retesting shall be borne by the Sheriff's Office. Employees may be required to recertify fluency every five (5) years.

#### **Section 11. Motor Deputy Pay.**

Employees may be assigned to Motorcycle Patrol. In consideration of the additional specialized training and experience for employees working in the assignment of Motorcycle Deputy, employees shall receive premium pay in the amount of five percent (5%) of the employee's base pay as set forth in the pay plan for that period of time that the employee is assigned as a Motor Deputy.

In consideration of the additional compensation paid to Motor Deputies, the Sheriff shall have the authority to move the Motor Deputies within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

#### **Section 12. Canine Assignment and Premium Pay.**

Deputies may be assigned to Canine duties at the discretion of the Department. It is anticipated that Canine Deputies will provide maintenance of their assigned dogs, including feeding, grooming, and other normal dog maintenance responsibilities, outside the Canine Deputy's normal work hours. The parties have evaluated the time needed for routine care and have determined that four (4) hours per week [thirty-four

(34) minutes a day] is reasonable and sufficient to meet those responsibilities. In consideration of this activity, Canine Deputies shall receive one (1) hour release time per working day when on a 4/10 schedule for these duties. If the work schedule differs from a 4/10 schedule, the Deputy will receive the equivalent of 4 hours per week of release time divided into the workday schedule. Canine Deputies may also be required to work a full week schedule and would be eligible for overtime for routine care.

Canine duties require specialized training and experience. Deputies assigned to Canine Patrol will receive an additional incentive of five percent (5%) of the employee's base pay per pay period during the period of the assignment.

In consideration of the additional compensation paid to Canine Deputies, the Sheriff shall have the authority to move the Canine Deputies within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

### **Section 13. SWAT/HNT, CERT, EDU/Bomb, Dive Rescue Team.**

Employees assigned to SWAT/HNT, CERT, EDU/Bomb, and Dive Rescue Team are eligible for additional premium pay.

Effective in the first pay period of the month following execution of this agreement, employees serving as a qualified member in good standing will receive a monthly incentive of \$60.20. The Sheriff shall have the authority to discontinue employee participation in these programs as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move. The above amounts will increase by an amount equal to the yearly pay plan increases provided in Article 12 on July 1, 2024 and July 1, 2025.

### **Section 14. Forensic Artist Collateral Duty Premium Pay.**

Any employee assigned the collateral duty of a Forensic Artist shall receive premium pay in the amount of one percent (1%) of the employee's base pay as set forth in the pay plan for the length of their assignment.

The Sheriff retains the right to determine the appropriate number of Forensic Artists from the qualified CCPOA members. In consideration of the additional compensation paid to the Forensic Artist(s), the Sheriff shall have the authority to end the collateral duty assignment without a demand from the Association to bargain the decision or any pay issues.

### **Section 15. School Resource Officer (SRO) Premium Pay**

Employees may be assigned as a SRO. In consideration of the additional specialized training and experience for employees working in the assignment of SRO, employees shall receive premium pay in the amount of five percent (5%) of the employee's base pay as set forth in the pay plan for the period of time that the employee is assigned as an SRO, including times when schools are closed.

In consideration of the additional compensation paid to SROs, the Sheriff shall have the authority to move the SROs within the Sheriff's Office as needed for business reasons without a demand from the Association to bargain the decision or any pay issues from the move.

## **ARTICLE 32 – EQUIPMENT**

### **Section 1. Repair or replacement of personal property or equipment.**

The County shall repair or replace an employee's personal property or equipment which the County requires the employee to have while working for the County and which is lost, damaged or stolen beyond usable or safe operating quality in the line of duty except as such is due to the employee's negligence.

### **Section 2. Vests.**

The County shall provide DPSST certified employees with either a vest rated at Threat Level IIA (with sharp object protection) or Threat Level IIIA flexible (with side panels) at the employee's option, and the County will provide up to \$125 for upgrades at the time of replacement or new purchase. The vests shall be replaced per the manufacturer's warranty of performance guidelines (currently 5 years). So long as the vest satisfies the required threat level, the County shall have discretion in selecting or approving vests including matters such as the supplier, price, make or model of the vests. If a qualified employee wants a vest not selected or approved by the County, it shall be the employee's responsibility to pay any differences beyond what the County will pay.

### **Section 3. Equipment Reimbursement.**

The County will reimburse DPSST certified uniformed employees in an amount up to ninety (90) dollars per calendar year for the purchase of belts, holsters, footwear, gloves, flashlights, handcuffs, radio equipment, vest upgrade, duty belt gear and approved uniform apparel with insignia that is not provided by the Sheriff's Office (hats, uniform sweaters, external vest carriers and mock turtle necks) to be used in carrying out their assigned duties. The employee shall provide to the County proof of purchase for the equipment items to receive the reimbursement.

Requests for reimbursement with original receipt(s) attached shall be submitted between January 1 and January 15 for equipment purchased in the previous calendar year.

### **Section 4 Firearms.**

All sworn employees hired after the contract ratification date will be required to carry a primary firearm issued by the Sheriff's Office in performance of their duties.

## **ARTICLE 33 - CLEANING AND CLOTHING ALLOWANCE**

### **Section 1. Uniform Cleaning.**