

MEMORANDUM OF AGREEMENT

FTEP Probationary Period

This Memorandum of Agreement (MOA) is entered into by Clackamas County Sheriff's Office (Agency) and Clackamas County (County), and the Clackamas County Peace Officers Association (Association).

Background

Article 19, Section 2 of the Collective Bargaining Agreement states: establishes This MOA sets no precedent beyond the terms and parties set forth in this MOA." probationary periods for newly hired employees. For certain classifications within the Sheriff's Office, successful completion of a Field Training and Evaluation Program (FTEP) is a condition of employment. Further, observation of probationary employees after successful completion of the FTEP program is necessary for successful employment. Currently, the probationary period and FTEP timelines often overlap or conclude simultaneously. However, employees are generally not expected—or permitted—to perform the full scope of job duties independently until they have completed the FTEP program.

This overlap leaves the Agency with little or no opportunity to evaluate employees performing in the full capacity of their position prior to the expiration of the probationary period. As a result, the County has encountered situations where performance concerns become apparent only after the probationary period has concluded, limiting the Agency's ability to act under the just cause standard applicable to post-probationary employees. The Parties enter into this MOA to ensure that the probationary evaluation period aligns with the point at which an employee assumes the full responsibilities of their position.

Agreement

1. The Parties agree to modify Article 19, Section 2 of the Collective Bargaining Agreement as follows:

Section 2. Probationary Periods.

New Recruits (DPSST certified classifications): Employees hired as Deputy Sheriff Recruit or Jail Deputy Recruit will serve no less than eighteen (18) calendar months in an initial probationary status, including twelve (12) calendar months as a Recruit, six (6) months after promotion to Deputy after successful completion of the recruit program, and six (6) months following the employee's successful completion of FTEP to allow for an observation period of employee performance, regardless of whether they are new hires or transfer from other County employment. These probationary period requirements, including the observation period, may result in a probationary period longer than eighteen (18) months. This probationary period is for the purpose of DPSST certification and post-training

evaluation. A Recruit will not be promoted to Probationary Deputy status unless the employee has received DPSST certification and successfully completed the FTEP program. **A Probationary Deputy will not successfully complete initial probation without six (6) months of post-FTEP observation.**

New employees (non-DPSST certified classifications; **no FTEP required**): Employees hired into non- DPSST certified positions serve a twelve (12) calendar month initial probationary period, regardless of whether they are new hires or transfer from other County employment.

New employees (non-DPSST certified classifications; FTEP required): Employees hired into non-DPSST certified positions serve no less than a twelve (12) calendar month initial probationary period, which shall include six (6) months following the employee's successful completion of FTEP to allow for an observation period of employee performance, regardless of whether they are new hires or transfer from other County employment, and which may result in a probationary period longer than twelve (12) months.

Lateral Hire: Employees hired for a DPSST certified position who comes from another law enforcement agency are considered a lateral hire. A DPSST certified employee hired as a lateral will serve an initial probationary period of **no less than** twelve (12) calendar months, **which shall include six (6) months following the employee's successful completion of FTEP to allow for an observation period of employee performance, and which may result in a probationary period longer than twelve (12) months.**

During any initial probationary period, an employee does not have just cause or grievance rights for discipline or discharge.

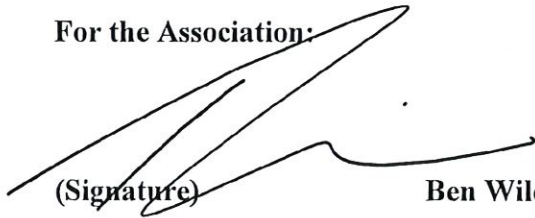
A probationary period may be extended in circumstances where training has not been completed or in circumstances of medical leave or other lawful leave (for example: workers' compensation).

Promotions: An employee serving a probationary period as a result of appointment from a promotion list shall serve a probation of six (6) calendar months. A DPSST certified employee who fails to qualify in the new position during the probationary period shall be reinstated to their former position. This provision does not provide for reinstatement to a Recruit position. A non DPSST certified employee who fails to qualify during the probationary period in the new position shall be reinstated to their former position if the position is open.

2. All other provisions of Article 19 not in conflict with this MOA, shall remain in full force and effect unless modified by the parties' mutual written agreement.
3. This MOA will become effective upon the date of signing by all Parties and will remain in effect unless modified by mutual agreement.
4. This MOA sets no precedent beyond the terms and parties set forth in this MOA.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the dates indicated below.

For the Association:

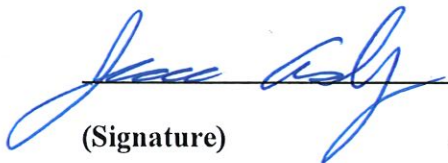

(Signature)

Ben Wiley, CCPOA President

11/17/2025

(Date)

For the Agency:

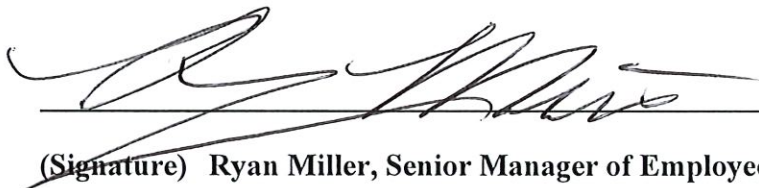

(Signature)

Jesse Ashby, Undersheriff

12/3/25

(Date)

For the County:


(Signature)

Ryan Miller, Senior Manager of Employee and Labor Relations

12/3/25

(Date)