

MEMORANDUM OF AGREEMENT

Detective and Evidence Technician Incentive Pay Program

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 31, Section 6 of the Collective Bargaining Agreement currently states:

"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."

The Association has requested the removal of the requirement that incentive pay eligibility be tied to annual performance evaluation ratings. The County supports updating the standard while preserving management rights and ability to differentiate between employees in good standing and those subject to recent formal discipline.

Agreement

The Parties agree to the following terms:

1. The parties agree to modify Article 31, Section 6 of the Collective Bargaining Agreement as follows:

“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."

2. Article 31, Section 6 of the CBA is replaced with the following provision:

“Section 6. Detective and Evidence Technician Assignment Recognition Pay Program.”

Description. The classifications of Detectives and Evidence Technicians shall receive assignment recognition pay based on continuous years of service in the classifications as outlined in this Section.

Amounts of Recognition Pay. This is a tiered pay program:

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

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

Qualification and Yearly Evaluation:

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.

Changes to the Assignment Recognition Pay Program. Any alterations to this plan deemed necessary will only be made through negotiations between the County and the Association.”

3. All other provisions of Article 31 remain unchanged and in full force and effect, unless otherwise modified by this MOA or by the parties' mutual written agreement.

4. The County and Agency will retroactively apply the terms of this MOA to the Detective discussed during the meeting held on October 28th, 2025 and make him whole back to the date on which his incentive pay under Article 31, Section 6 was rescinded.

5. This MOA will become effective upon the date of signing by all Parties and will remain in effect for the duration of the current Collective Bargaining Agreement, unless modified by mutual agreement.

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)