

MEMORANDUM OF UNDERSTANDING BETWEEN THE DESCHUTES COUNTY SHERIFF'S OFFICE (DCSO) AND THE DESCHUTES COUNTY SHERIFF'S EMPLOYEES ASSOCIATION (DCSEA)

This Memorandum of Understanding (MOU) constitutes the agreement between the DCSO and DCSEA with respect to recruitment of lateral sworn deputy sheriff's incentive package and authorizing same, on the terms and conditions set forth herein as follows:

WHEREAS DCSO and DCSEA acknowledge and agree that, for the purposes of recruiting deputy sheriff's for the DCSO, there is a need for an incentive package specific to lateral sworn applicants for deputy sheriff;

WHEREAS the DCSO and DCSEA acknowledge and agree that said incentive package may be outside the scope of the current Collective Bargaining Agreement (CBA), dated July 1, 2019. The effective date of this MOU is the date signed, below;

WHEREAS, for the reasons stated above, the DCSO and DCSEA acknowledge and agree that the specifics of said incentive package should be set forth and described in a memorandum of understanding for the purpose of implementing an incentive page for lateral sworn applicants.

NOW, THEREFORE, FOR THE PURPOSE OF IMPLEMENTING AN INCENTIVE PACKAGE SPECIFIC TO LATERAL SWORN APPLICANTS FOR DEPUTY SHERIFF, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. CERTIFICATION AND ORPAT PAY (Mentioned in Section 20)

- For Oregon Certified who are eligible, allow certification pay to begin immediately – 6% intermediate, 11% advanced.
- for out of state certified, allow certification pay to begin as soon as they are eligible to receive said pay, after receiving Oregon certification.
- 3% ORPAT pay to begin at hire date

B. Compensation

- 50-hour compensable bank upon employment - can be used for vacation or sick time.
- 12- 60 months experience- begin at pay step 2 - \$32 .3905 an hour.
- 61 month or more experience- begin at pay Step 3 - \$34 .0079 an hour.

C. No Binding Practice Created. The parties hereto agree that this MOU and its terms and conditions do not in any way establish or create historical precedent or a practice binding on the parties. The parties further agree this MOU shall not be introduced as evidence of a binding practice or precedent of the parties, nor shall any of the parties argue that such a binding practice or precedent was established or created between the parties in any subsequent proceeding.

D. Consultation with Counsel. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

E. Severability. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions, which shall remain in full force and effect.

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F. Effect. All terms, provisions and conditions of this MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

G. Each Party Shall Bear Their Own Costs and Attorney Fees. Each of the parties hereto shall pay their own costs and attorney fees incurred in filing, responding to, and resolving the GRIEVANCE and in negotiating the terms and conditions of this MOU.


H. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue for any dispute being with the Circuit Court for Deschutes County.

I. Signatures. Each person signing below covenants and warrants that he or she is authorized to sign on behalf of the persons and entities they purportedly represent, that such party is authorized to enter into this MOU, and that such party is authorized to bind any successor or assign to the party signing this MOU.

J. Entire Agreement. This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements between the parties, whether written or oral, concerning its subject matter which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.

BY SIGNING BELOW, EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TWO-PAGE MEMORANDUM OF UNDERSTANDING, THAT THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE KNOWINGLY AND VOLUNTARILY SIGNED THIS MEMORANDUM OF UNDERSTANDING.


FOR THE DESCHUTES COUNTY SHERIFF'S OFFICE


SIGN:  DATED 04/16/21
L. Shane Nelson, Sheriff

DESCHUTES COUNTY
BOARD OF COMMISSIONERS
Dated: May 5, 2021

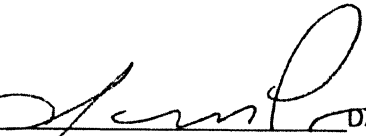

Anthony DeBone, Chair

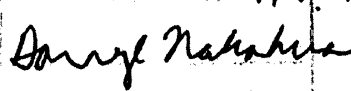
FOR THE DESCHUTES COUNTY SHERIFF EMPLOYEES' ASSOCIATION

SIGN:  DATED 04/16/21
Chris Erhardt, President DCSEA


Phil Chang, Vice Chair


Patti Adair, Commissioner

SIGN:  DATED 4/16/21
Jeff Pope, Vice-President DCSEA

 4/16/21