



## Personnel Department

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### Interoffice memorandum

*Delivered via Email*

**Date:** October 1, 2015  
**To:** Bob Lucas, FOPPO President  
**From:** Kathleen Hinman, Personnel Department KH  
**Re:** FOPPO CBA – Final contract changes effective July 1, 2015

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Negotiations have been completed and a contract has been agreed upon by FOPPO members and the Deschutes County Board of County Commissioners. The following information is a summary of the changes that resulted from the negotiation process.

- The length of the contract.
  - The contract is effective for 3 years, from July 1, 2015 – June 30, 2018.
- Article 5 – Probationary Employees, Section 3.
  - The two month review has been removed; and employees will be evaluated at least twice during their probationary period, at six and twelve months rather than 3 times. The language has been changed to correspond with the language on the current Deschutes County evaluations; the rating of “Satisfactory performance has been updated to “effective, meets standards.”
- Article 8 – Salary Administration, Section 2, Part B.
  - The language has been changed to correspond with the language on the current Deschutes County evaluations; the rating of “Satisfactory performance has been updated to “effective, meets standards.”
- Article 8 – Salary Administration, Section 3.
  - The longevity pay was increased in accordance with the Deschutes County practice of increasing longevity pay by \$2.50 annually.
    - \$72.50 for FY 15/16
    - \$75.00 for FY 16/17
    - \$77.50 for FY 17/18.
- Article 8 – Salary Administration, Section 5 – Professional Certification.
  - Certification pay for DPSST Intermediate and Advanced certifications increased.
    - Intermediate is now \$150.00 per month
    - Advanced is now \$200.00 per month
  - The two month review requirement has been removed. The language has been changed to correspond with the language on the current Deschutes County evaluations; the rating of “Satisfactory performance has been updated to “effective, meets standards.”
- Article 8 – Salary Administration, Section 6 – Instructor Pay.
  - Compensation for employees assigned as Defensive Tactics or Firearms instructors has increased to \$100.00 per month.
- Article 8 – Salary Administration, Section 7 – Field Training Officer.
  - Compensation for employees assigned as Field Training Officers (FTOs) has increased to \$500.00 per month.

- Additional language has been added to clarify the duties of an FTO:  
 “While performing such duties, the employee assigned as an FTO shall be responsible for the caseload of the trainee whom the FTO is training, including coverage of the trainee’s caseload when the trainee is attending the DPSST Academy. Such FTO duties shall be in addition to the caseload and other duties regularly performed by the employee assigned as an FTO. If they employee assigned as an FTO does not perform FTO duties the entire month, the amount received shall be pro-rated based on the actual hours spent performing FTO duties during the month.”
- Article 8 – Salary Administration, Section 8 – Hearings Officer.
  - Compensation for employees who perform Morrissey hearings has increased to \$200.00 per month.
- Article 9 – Call Back Time and After Hours Work, Section 2 – Compensation for After-hours Calls
  - The MOU for Call Back Pay has been incorporated into the contract.
- Article 11 – Overtime and Compensatory Time, Section 2
  - Language was changed to incorporate the MOU practices in Article 9. Added:  
 “In lieu of overtime pay, by mutual agreement between the employee and County, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Compensatory time-off accrued in lieu of overtime pay pursuant to this Article 11 is distinct from after-hours call leave accrued for taking and responding to after-hours calls pursuant to Article 9, Section 2. Compensatory time-off is compensation for working overtime hours, while after-hours call leave accrued pursuant to Article 9, Section 2 is a form of additional compensation agreed to between FOPPO and the County. Compensatory time-off accrued pursuant to this Article 11 and after-hours call leave accrued pursuant to Article 9, Section 2 may not together exceed 80 hours. Once any adult parole and probation officer reaches this aggregate 80-hour limit, the officer may thereafter only receive overtime pay as otherwise provided in this Article 11.”
- Article 11 – Overtime and Compensatory Time, Section 6
  - Language was added to incorporate the MOU practices in Article 9. Added:  
 “Section 6 - Maximum Accumulation  
 Compensatory time accumulated pursuant to the terms of Article 11, Section 2, and after-hours call leave accumulated pursuant to Article 9, Section 2, Paragraph C, when added together, will not exceed an aggregate total of 80 hours, regardless of source. Once this 80-hour aggregate limit is reached, all hours worked by an officer pursuant to Article 11 or Article 9, Section 2 shall be paid solely in accordance with Article 11, Section 1 (overtime pay) or Article 9, Section 2, Paragraph B (after-hours call pay), respectively.”
- Article 21 – Sick Leave, Section 3 – Employee Transfer
  - Corrected Article number. It was referring to the incorrect article.
- Article 21 – Sick Leave, Section 4 – Leave Without Pay
  - Changed language to comply with Americans with Disabilities Act. Added “unless otherwise required by state or federal law.”
- Article 23 – Health And Welfare, Section 7
  - Changed language to refer to the Employee Benefits Advisory Committee Policy rather than list the details of the policy in this section. Also added “The Committee shall review any proposed changes to the County’s Insurance Benefits Plan before a change is implemented.”
- Article 23 – Health And Welfare, Section 8
  - Language was removed for the previous year’s cost-share limits and updated with new language for the same cost-share limit for each year of the contract. Added:  
 “The employee health insurance monthly premium contribution shall be no greater than 9.5%, of the per-FTE cost of providing health benefits under the plan adopted by the County each fiscal year. In any event, during the term of this Agreement, the employee health insurance monthly premium contribution will not exceed \$170.00.”
- Article 26 – Safety, Section 4
  - Addition of “tactical vest” to be included with Ballistic vest.
- Article 26 – Safety, Section 5
  - Added Section 5 for a clothing and/or equipment allowance to be paid at the beginning of each fiscal year.  
 “Section 5  
 Employees shall receive an annual allowance of \$150 to purchase County-approved clothing and/or equipment in addition to those items specified in Section 4 above. This allowance is

intended only for clothing and/or equipment to be used by employees in the performance of their official duties. The allowance will be issued to employees at the beginning of each fiscal year. New employees hired after the allowance is issued to existing employees will not be entitled to receive the allowance until it is issued at the beginning of following fiscal year.”

- Article 26 – Safety, Sections 6 and 7
  - Added Sections 6 and 7 for guidance around officer’s tactical vest and side arms.  
Section 6  
Tactical vests may be worn outside of the officer’s uniform or assigned clothing and may be visible to the public during the performance of their official duties.  
Section 7  
Officers may carry their side arms unconcealed and visible to the public during the performance of their official duties.
- Article 33 – Wages
  - Cost-of-living increases were agreed upon.
    - For fiscal year 15/16, there shall be a 1.5% cost-of-living increase upon full execution of the agreement.
    - For fiscal years 16/17 and 17/18, there shall be a cost-of-living increase equal to the U.S. All Cities CPI-U, January to January as follows:
      - July 1, 2016 minimum increase of 1.5%, maximum increase of 3.5%
      - July 1, 2017 minimum increase of 1.5%, maximum increase of 3.5%.