

COLLECTIVE BARGAINING AGREEMENT
(JULY 1, 2021 to JUNE 30, 2025)

BETWEEN

CROOK COUNTY

AND

CROOK COUNTY DEPUTY SHERIFFS'
ASSOCIATION

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PREAMBLE

- a) This Collective Bargaining Agreement is entered into, by and between, Crook County, a political subdivision of the State of Oregon, hereinafter referred to as the "County", the Sheriff for Crook County, Oregon, hereinafter referred to as the "Sheriff" and Crook County Deputy Sheriff's Association (CCDSA) referred to as "Association".
- b) It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the County and the Association; to provide an orderly and peaceful means of resolving any misunderstanding or differences regarding the interpretation of this agreement which may arise; and to set forth herein the basic and full agreement between the County, the Sheriff and the Association.

ARTICLE 1 – RECOGNITION

- a) The bargaining unit shall consist of all employees of the County employed in the Sheriff's Office who regularly work 20 hours or more per week, excluding reserves, supervisory and confidential employees. Employees who work less than 40 hours but more than 20 hours per week shall be defined as part time employees. The parties further agree that employees appointed to positions for less than 6 months shall not be subject to this Agreement. The County agrees not to supplant full-time Bargaining Unit positions by hiring part-time positions or temporary full-time positions in place of budgeted full-time employees.
- b) The Association is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this agreement, the County and the Sheriff retain all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, their responsibility to manage the affairs of the Sheriff's Office or any part of it. Without limitation, but by the way of illustration, the exclusive prerogatives, functions and rights of the County and Sheriff shall include the following:

- a) To direct and supervise all operations, functions and policies of the office in which, the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees, the right to determine schedules of work and personal time off; the right to purchase, dispose of and assign equipment and supplies;

- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

However these rights do not preclude the Association from exercising its rights to bargain any mid contract changes by the County of mandatory subjects of bargaining.

ARTICLE 3 – ASSOCIATION SECURITY

3.1 Dues Check Off

The county agrees to deduct the uniformly required Association dues each month from the pay of those employees who have authorized such deductions in writing.

3.2 Religious Objection

Any individual employee who objects to a payment in lieu of dues on bona fide religious tenets or teachings of a church or religious body, of which such employee is member, will inform the County and the Association of the objection. The employee will meet with representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to fair share dues described in 3.2 above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the Association that payment has been made as appropriate.

3.3 Hold Harmless

The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any action taken pursuant to the provisions of this article. The Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

ARTICLE 4 – ASSOCIATION BUSINESS

4.1 Representative

The Association will select certain agents as Association Representatives and certify in writing their names to the County and the Sheriff.

4.2 Visits

Association representatives, upon notification to the Sheriff or a designee, may visit with employees during breaks or meal periods. Such visits shall not be allowed in non-public areas of the Sheriff's Office. Visits outside of those allowed for above may be granted only with the express approval of the Sheriff or a designee.

4.3 Association Business

- a) The internal business of the Association shall only be conducted during non-duty hours except with the permission of the Sheriff or a designee.
- b) Subject to the operational needs of the Sheriff's Office, the Association shall be allowed one on-duty employee to attend scheduled contract negotiations. The employee selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Association shall notify the Sheriff in writing the name of the on-duty employee that would attend such meetings.

4.4 Meetings

The Association shall be allowed the use of County facilities to hold meetings provided such space is available for such use.

4.5 Bulletin Boards

Bulletin board space shall be provided the Association for the posting of meeting notices and other information of interest of its members. Such materials shall not be derogatory or inflammatory in nature.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 Workweek and Weekday

- a) For Sheriff Deputies, the workweek shall begin at 0001 hours on Sunday and end at 2400 hours on Saturday, and the normal work schedule shall consist of 40 hours in a 7-day workweek. The workweek shall normally consist of 5 consecutive 8 hour days or 4 consecutive 10-hour days, or 3 consecutive 10 and 12-hour days. For Sheriff's Deputies, the workweek may consist of 80 hours in a 14-day workweek comprised of either 2 or 3 consecutive 12 or 10-hour workdays. It is expressly understood that the Sheriff reserves the right to determine work schedules. The Sheriff shall provide a minimum of 7-days notice prior to a change in normally assigned shift schedules.
- b) When, due to a change of shifts, a deputy works more than 5 consecutive days, the deputy shall receive time and one-half pay or compensatory time for any portion of the 2 days following the 5 consecutive days that he/she must work.

5.2 Rest and Meal Periods

- a) Sheriff's criminal/patrol, technical, parole and probation and corrections deputies on each shift shall receive at least a 1/2 hour paid lunch break and two 15 minute paid breaks. All other deputies shall receive a 1-hour unpaid lunch break and two 15 minute paid breaks.
- b) Lunch breaks and other paid breaks shall not be combined with each other in any combination. Lunch breaks and paid breaks shall not be taken during the first and last hour of any assigned shift without approval of the Sheriff or Undersheriff.

5.3 Overtime

- a) All work performed by Deputy Sheriffs in excess of 40 hours in a workweek or 8 hours in a workday shall be compensated through the payment of overtime pay at the rate of time and one half or compensatory time off at the Sheriff's option. A Deputy Sheriff who is assigned to a schedule consisting of 12 and 10 hour workdays shall receive compensation for all work performed in excess of 80 hours in a 14-day workweek or 12 hours in a 12-hour shift or 10 hours in a 10-hour shift in a workday in the form of overtime pay at the rate of time and one half or compensatory time off at the Sheriff's option.
- b) For the purposes of calculating overtime, the use of Personal Time Off (PTO) or Compensatory Time shall count as time worked.
- c) Employees who are assigned to special work details, (i.e., narcotics investigators, detectives, parole and probation deputies, etc.), that require them to work a schedule that is irregular shall only receive overtime after 40 hours in a workweek.
- d) All other employees shall receive overtime for any hours worked over 8 hours in a workday.
- e) Sheriff deputies who are assigned less than 8 hours off between shifts, shall receive overtime compensation at a rate of one and one half his/her normal rate of pay for the second shift.
- f) All overtime shall be rounded to the next highest one-quarter hour.
- g) Traveling to attend training outside of the local area (Crook County) is an employee privilege granted by the Sheriff. The county will compensate an employee who attends approved training and will compensate the employee overtime if the training day requires overtime.

5.4 Work Schedule

- a) Work schedules showing the employees' shifts, workdays and hours shall be posted on an Office bulletin board at all times and /or posted electronically. Employees are required to review the schedule, at least once, for each shift that he/she is expected to come to the office.

- b) Work schedules will be posted 7 days in advance of the effective date. Established work schedules will not be changed with less than 7 days advance notice, except for emergencies.

ARTICLE 6 – MILEAGE AND PER DIEM

- a) The following rates shall be paid employees that are required to report for work at any location outside of the employee's regular work station:

Mileage - IRS mileage rate if required to use personal vehicle.

Meals – Breakfast	\$8.00 or actual, whichever is less
Lunch	\$14.00 or actual, whichever is less
Dinner	\$20.00 or actual, whichever is less

The total amount for three meals for one day (24 hours) shall not exceed forty-two and no/100 dollars (\$42.00)

Lodging - Actual cost.

- b) Any employee may request advance expenses when such costs are known.

ARTICLE 7 – COMPENSATION

7.1 Wages

- a) Employees shall be compensated in accordance with the salary schedules attached to this agreement and marked appendix "A", which is hereby incorporated into and made a part of this agreement.
- b) Employees shall advance to the next higher step on their anniversary date until they reach the top step, as provided in Section 7.3, provided the employee receives a Meets Standards or higher rating on their annual evaluation.
- c) Effective July 1, 2021, the County shall increase all salaries in appendix "A" by 3%, except for Office and Tech Deputy positions that shall increase by 5%.
- d) Effective July 1, 2022, the County shall increase all salaries in appendix "A" by 3%.
- e) Effective July 1, 2023, the County shall increase all salaries in appendix "A" by 3%.
- f) Effective July 1, 2024, the County shall increase all salaries in appendix "A" by 3%.

7.2 Non-Classified or New Position

- a) When any position not listed on the salary schedule is established and belongs in the bargaining unit, the County shall designate a job classification and pay rate for the position. The Association shall be notified and the pay rate established by the County shall be considered tentative until the Association has been afforded an opportunity to meet and discuss the matter.
- b) If the Association does not agree that the pay rate(s) are proper the Association may submit the issue as a grievance through the grievance procedure beginning at Step 2.

7.3 Movement on the Schedule

- a) For employees hired or reclassified between the 1st day and the 15th day of the month, their anniversary date shall be retroactive to the 1st day of the current month.
- b) For employees hired or reclassified between the 16th day and the last day of the month their anniversary date shall be the 16th day of the current month.

7.4 Certification Pay

- a) Sheriff's deputies, (criminal/patrol, corrections and parole & probation, etc.) who receive and present the DPSST "Intermediate Level Certificate" to the sheriff will be paid as follows:

\$200 monthly for the term of the contract July 1, 2021 – June 30, 2025.

- b) Sheriff's deputies, (criminal/patrol, corrections and parole & probation, etc.) who receive and present the DPSST "Advanced Level Certificate" to the Sheriff will be paid as follows:

\$200 monthly for the term of the contract July 1, 2021 – June 30, 2025.

- c) Deputies who qualify for both certificates will receive a maximum benefit under this provision of:

\$400 monthly for the term of the contract July 1, 2021 – June 30, 2025.

- d) A deputy who qualifies under the provisions of a) and b) above will be compensated the additional amount beginning as described in Section 7.3 above.

7.5 Incentive Pay

- a) A deputy who is appointed as a Field Training Deputy (FTO) is eligible for Incentive Pay during the pay periods that they actually perform such duties.

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15 years – 2%

25 years – 4%

- c) Longevity pay will start on the anniversary date of the eligible employee as described in Section 7.3.

7.9 No Pyramiding

Compensation shall not be received twice for the same hours.

ARTICLE 8 - HEALTH AND WELFARE

8.1 Insurance Benefit

- a) The County will pay 90% and the employee will pay 10% of the premiums for individual and family insurance benefits. The County shall continue to provide medical insurance reasonably comparable to the existing overall insurance benefits provided to Association members (considering benefits, deductibles, co- pays, etc.). The County will continue to provide the current paid life insurance plans.
- b) The County will provide a Cafeteria Plan (IRS) as of July 1, 1993 which deducts from an employees pay, prior to FICA, Federal income tax and State income tax being withheld, their out of pocket costs for the current Medical Plans.
- c) The above benefit will be prorated for part-time bargaining unit employees based on the number of hours worked each month and will be provided so long as the part-time employee makes up the difference of the benefit cost.

8.2 Insurance Committee

The County and the Association agree to work together to look for alternative insurance programs that will reduce the cost of the full family insurance benefit. The County and the Association agree that the Association will have a representative on the Benefits Advisory Committee. The Benefits Advisory Committee will consist of an equal number of management and Crook County employee representatives. The function of the Benefits Advisory committee is to recommend to the County Court/Board of Commissioners any changes in insurance coverage of benefits.

ARTICLE 9 - PERSONAL TIME OFF (PTO)

9.1 Accrual

Employees shall accrue PTO as follows based on continuous time with the County:

00 – 05 years	14.67 hours per month
06 – 10 years	18 hours per month
11 – 15 years	21.33 hours per month
16 + years	24.67 hours per month

9.2 Maximum Accrual

Employees may not accrue more than twice their annual accrual rate of PTO.

9.3 Scheduling

- a) PTO shall be scheduled by mutual agreement.
- b) Employees shall be allowed to schedule PTO on the basis of their seniority once each year.
- c) Such request for seniority scheduling shall be submitted not later than January 31st of each year. All other PTO will be scheduled on a first come, first serve basis if approved by the Sheriff.
- d) All employees shall take at least forty consecutive hours (of PTO) once per fiscal year, provided they have that amount accrued. Deputy Sheriffs assigned to a schedule consisting of 12 and 10 hour workdays or 80 hours in a 14-day workweek shall take at least three (3) consecutive workdays (of PTO) off once per fiscal year, provided they have that amount accrued.

9.4 Payment Upon Termination or Death

In the event of termination or death the employee or their heirs shall be paid for all unused accrued PTO time.

9.5 PTO Buy Back

Employees may cash in a single block of forty hours of PTO per fiscal year.

9.6 Time Off in Lieu of Holiday Time

- a) Personal Time Off shall be granted in lieu of all vacation and holidays including but not limited to Christmas, Thanksgiving and County Holidays.

ARTICLE 10 – RETIREMENT

- a) The County will continue to fully fund PERS and pick up the employees 6% contribution for all police employees as defined by the state statute and allowed for by PERS. All other employees not eligible for inclusion in PERS shall be included in the current County retirement plan.
- b) For employees covered under the County Retirement Plan, the County shall contribute \$375.00 per month during the term of this agreement.

ARTICLE 11 – SICK LEAVE

11.1 Accrual

Full-time employees will accrue sick leave at the **rate** of 8 hours per month, beginning with the employee's date of hire. Employees may accrue a maximum of 1080 hours of sick leave.

11.2 Utilization

Employees are eligible for sick leave for the following reasons:

- a) Personal illness or physical disability;
- b) To attend a dentist or physician appointment which cannot be scheduled during off duty time.
- c) When an employee is needed during the illness or disability of an immediate member of that employee's family.

11.3 Verification

- a) The Sheriff may require a doctor's or dentist's verification for each of these three uses of sick leave. For the use of sick leave for illness or disability of an immediate family member, the employee requesting such sick leave normally should request it prior to the sick leave being taken.
- b) If the Sheriff has reason to believe that the employee is abusing sick leave, the Sheriff may request medical verification from the employee's doctor or dentist.

11.4 Layoff

Should an employee be laid off for other than disciplinary reasons, and recalled to employment within 18 months of layoff, no loss in accumulated sick leave shall occur. No sick leave shall accrue, nor may any sick leave be used during the layoff period.

11.5 Workers' Compensation

Employees shall not receive any sick leave benefits in the event of an on-the-job injury except that the County will pay for the first 3 days if not compensated by insurance. Once an employee has returned to work, doctor appointments or medical treatments as a result of such injury or illness will be compensated as time worked if during normal working hours.

11.6 Abuse

Abuse of sick leave is cause for disciplinary action.

11.7 Sick Leave Cash-Out

- a) Employees who are eligible to retire, who have a minimum of ten years' service with the County and who have accrued a minimum of 600 hours of unused sick leave, shall be eligible to cash-out one half of their unused sick leave hours up to the cap placed on sick leave accrual.
- b) The maximum amount of unused sick leave that may be cashed-out under this provision is 500 hours.
- c) Such cash-out shall not replace the existing PERS sick leave conversion program.

ARTICLE 12 – PTO AND SICK LEAVE DONATION

Employees may participate in the County PTO and Sick Leave donation program as outlined in the Crook County Employee Handbook, Leave Sharing Plan policy.

ARTICLE 13 – LEAVE OF ABSENCE

13.1 Criteria and Procedure

- a) The Sheriff will consider a written application for leave of absence without pay not to exceed 180 calendar days if the Sheriff finds there is reasonable justification to grant such leave and that the work of the Office will not be seriously handicapped by the temporary absence of the employee. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. Such leave shall not be approved for the purpose of accepting employment outside the service of the County; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the Sheriff as a resignation.
- b) Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the County. Employees returning to work from a leave of absence shall be returned to work in accordance with provisions of Section 18.3.
- c) Employees on leave without pay, for any reason, shall not accrue any benefits.

13.2 Jury Duty

Employees shall be granted leave with full pay whenever they are required to report for jury duty. The amount of pay received for this jury duty shall be reduced from the employee's full pay, except for travel pay if a private vehicle is used.

13.3 Parental and Family Leave

Parental leave shall be granted in accordance with state statute.

13.4 Compassionate Leave

- a) In the event of death in an employee's immediate family, the employee shall be granted 3 days paid leave for the purpose of attending the funeral and/or tending to family needs resulting from the death. A minimum of 2 additional days paid leave may be granted from the employee's personal accrued leave.
- b) For the purpose of this section, the immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, mother, father, step-mother, step-father, brother, sister, grandparents, mother-in-law, father-in-law and any other relative residing within the employee's household.

13.5 Voting Leave

Employees shall be granted reasonable opportunity to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

13.6 Military Leave

Military pay shall be granted in accord with State and Federal law.

13.7 Family Medical Leave of Absence

The County shall grant family medical leave of absence in accordance with ORS-659A.150. PTO, sick leave, and all other accrued leave may be used for this classification of leave. After PTO, sick leave, and all other accrued leave is depleted then any remaining family leave of absence will be without pay.

ARTICLE 14 – UNIFORMS AND EQUIPMENT

14.1 Uniforms

- a) The Sheriff will determine appropriate uniforms for the Office. Deputies will be furnished with the required uniforms. When appropriate uniforms are changed by the Sheriff or when uniforms become worn or destroyed, the Office will furnish new uniforms.
- b) The office will provide each deputy with approved footwear every 2 years or as necessary, up to the amount of \$250.
- c) Up to two uniforms per full time employee, per week, shall be cleaned by the Office at no cost to deputies.

- d) Deputies needing alterations to uniforms shall submit a request for those alterations, in writing, to the Sheriff for approval. If approved, the Office shall bear the cost of alterations.

14.2 Equipment

- a) The Sheriff shall determine the firearms to be used by the Office and each road deputy shall be furnished with an approved firearm.
- b) If a Deputy wishes to carry a personal firearm, he/she must first submit that firearm to the Sheriff who shall determine if it meets Office requirements.
- c) The Office will provide required protective equipment for employees.
- d) The Office will issue ammunition to each deputy who participates in a program of organized training and practice. Such ammunition is to be used in organized training and practice sessions.
- e) All duty ammunition will be provided by the office.

ARTICLE 15 – DISCIPLINE

15.1 Discipline and Discharge

- a) Non-probationary employees shall only be disciplined or discharged for just cause. Oral warnings or reprimands are not considered to be discipline and may not be protested through the grievance procedure.
- b) Probationary employees work at the pleasure of the Sheriff and do not establish property rights in their positions until they have successfully completed the probationary period, as described in Article 16.1.
- c) Records of disciplinary action shall be removed from the employee's personnel file after 5 years, provided there has been no reoccurrence of the same or similar offense during the five-year period.

15.2 Due Process

- a) In the event the Sheriff believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:
 - 1. The employee shall be notified of the charges or allegations that may subject them to discipline.
 - 2. The employee shall be notified of the disciplinary sanctions being considered.

3. The employee will be given an opportunity to refute the charges or allegations in writing or orally in an informal hearing.
4. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Association at the informal hearing.
5. Before a due process hearing is scheduled the employee shall be provided with copies of documents concerning the allegations that subject an employee to discipline, except when the Sheriff determines that disclosure would endanger the safety of any person or would compromise a related investigation, or where such disclosure is prohibited by law. If documents are not provided, an explanation of the reasons for the decision will be provided in writing.

15.3 Form of Discipline

When disciplining an employee, the Sheriff shall make every reasonable effort to avoid embarrassing the employee before other employees or the public.

15.4 Just Cause Guidelines

- a) For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines.
 1. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
 2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
 3. The Sheriff must conduct a reasonable investigation.
 4. It must be determined that the employee is guilty of the alleged misconduct or act.
 5. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
 6. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.
- b) The above guidelines shall not preclude the Association from raising issues appropriate to defend employees in an arbitration setting.

15.5 Right to Association Representative

During any questioning which an employee reasonably believes may lead to discipline the employee shall be entitled to Association representation.

ARTICLE 16 – PROBATIONARY PERIOD

16.1 Probationary Period

DPSST certifiable employees hired into the bargaining unit shall serve a probationary period of 18 months, except for laterally hired law enforcement or corrections certified employees who will serve a 12 month probationary period. Any current non-certified employee hired into a certified position will serve an 18 month probationary period. All other employees shall serve a probationary period of 6 months.

16.2 Completion of Probation

The Association recognizes that probationary employees must earn their property rights in their job by their successful completion of the probationary period. The Association recognizes the right of the Sheriff to terminate or discipline probationary employees for any reason, with or without cause, and any such discipline shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

ARTICLE 17 – SETTLEMENT OF DISPUTES

17.1 Grievance Procedures

Any dispute concerning the application or interpretation of this agreement shall be resolved in the following manner and sequence:

Step 1.

- a) If after first attempting to resolve the dispute informally, the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to their immediate supervisor within 10 calendar days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier. The written grievance shall include:
 - a. A statement of the grievance and the factual allegations upon which it is based;
 - b. The section(s) of this contract alleged to have been violated;
 - c. The remedy sought;
 - d. The name and signature of the individual(s) submitting the grievance.
- b) Within 10 calendar days immediately following the receipt of the grievance, the immediate supervisor shall reply in writing to the person(s) who submitted the grievance.

Step 2.

If the grievance is not answered or resolved at Step 1 above and if the affected employee(s) or if the Association wishes to pursue the grievance further, the affected employee(s) or Association shall submit the grievance in writing to the Sheriff within 10 calendar days immediately following the date the response at step 1 above is received or due, whichever is earlier. Within 10 calendar days immediately following the receipt of the grievance, the Sheriff shall respond in writing to the person(s) who submitted the grievance.

Step 3.

- a) If the grievance is not answered or resolved at step 2 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration within 10 calendar days following the date the Sheriff's response pursuant to step 2 above is due or received, whichever is earlier.
- b) If the parties are unable to mutually agree upon an arbitrator within 7 calendar days following the County's receipt of the Association's submission to arbitration, either party may submit a written request to the State Conciliation Service that it submit to the parties a list of names of 7 arbitrators. Upon receipt of the list, the parties shall flip a coin, with the loser striking first and alternate strikes until only one name remains and the remaining name shall be the arbitrator.
- c) The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to the interpretation and enforcement of this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association, the County and the Sheriff.
- d) Either party may request the arbitrator to issue subpoenas but if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party shall pay all the arbitrator's fees and expenses.

17.2 Time Limits

- a) All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such time limits, the following shall result:

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1. If the grievant or the Association fails to respond in a timely fashion, the grievance shall be deemed waived.
2. If the County or the Sheriff fails to respond in a timely fashion, the grievance shall proceed to the next step.

b) The parties may extend time limits by mutual written agreement.

ARTICLE 18 – SENIORITY

18.1 Definition

Seniority shall be defined as the total length of continuous service from the employee's last date of hire in the Sheriff's Office.

Seniority shall be terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provided in this Article, Section 18.3.
4. Is laid off work for a period of time greater than 18 months or a period of time equal to the employee's seniority, whichever is shorter.
5. Fails to report to work at the termination of a leave of absence.
6. While on a leave of absence accepts employment without permission.
7. Is retired.

18.2 Reduction in Force

If the County should reduce its work force, layoffs shall be made within each job classification in the Office on the basis of seniority. The County agrees to notify the affected employees and the Association, simultaneously, not less than 30 days prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off.

18.3 Recall

Any employee covered by this agreement who may be on layoff due to a force reduction shall be notified of the vacancy and privileged to return to work on the basis of their seniority before any outside person is given employment, provided that such employee is competent to fill existing vacancies, for a period of 18 months from the date of layoff.

18.4 Notice

It shall be the responsibility of the employee(s) laid off to keep the County informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the County of acceptance within

one calendar week and shall report for duty within 10 calendar days of the receipt of the notification by the County, unless prevented by circumstances, beyond their control, from reporting within that time period. An employee who fails to accept re-employment at their previous position when offered by the County in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

ARTICLE 19 – STRIKES

19.1 No Strike

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in a strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the County during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Sheriff against any employee(s) engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the Sheriff and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

19.2 Association Obligation

In the event of a strike, work stoppage, Slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in section 17.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this agreement.

19.3 No Lockout

The County shall not lockout employees for the life of this agreement.

ARTICLE 20 – TRAINING

20.1 Training

- a) The Sheriff and the Association both affirm their commitment to continuing education for the Sheriff's employees. The Sheriff agrees to take advantage of training opportunities.
- b) This effort will be made consistent with budgetary and staffing constraints. Training announcements shall be posted on the bulletin board in the Office, or by electronic means.

Crook County Sheriffs Association Agreement - Expiration June 30, 2025

20.2 Travel to attend Training

- a) At times when training requires traveling out of the local area the Sheriff may provide transportation to such training.
- b) If such traveling time exceeds the normal workday or workweek, deputies will be compensated as required by State or Federal law.
- c) Employees shall be covered by county insurance while operating county vehicles within the course and scope of their employment.

ARTICLE 21 – SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 22 – RESERVE DEPUTIES

No bargaining unit employees shall be laid off or have their hours reduced due to increased use of reserve deputies. Reserve deputies will not be assigned the duties of bargaining unit employees who have been laid off or had their hours reduced. The Office will not expand the duties of reserve deputies without negotiating the expansion with the Association.

ARTICLE 23 – TERM OF AGREEMENT

- a) This agreement shall be effective July 1, 2021, and shall continue in effect and full force and effect through June 30, 2025. Thereafter, the contract shall automatically renew itself and continue in full force from year-to-year unless written notice to modify any provision of this agreement is given by either party to the other no later than November 1 prior to the expiring year.
- b) This agreement may be amended at any time by mutual agreement of the parties. Such amendment shall be in writing and signed by the parties.
- c) During the period of negotiations this agreement will remain in full force and effect.

CROOK COUNTY

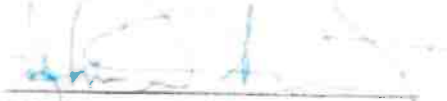
Seth Crawford, County Judge


Brian Barney, Commissioner


Jerry Brummer, Commissioner

Date: May 19, 2021

OFFICE OF THE SHERIFF


John Gantney, Sheriff

Date: 5/24/2021

CROOK COUNTY DEPUTY SHERIFF'S
ASSOCIATION


Kurt Klein
CCDSA President

Date: 5/24/2021

CROOK COUNTY SALARY SCHEDULE
July 2022 - June 2023
Sheriff's Office - Bargaining Unit Employees

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
11* Office Deputy	6.0%	37,065.60 3,088.36 17.82	38,500.80 3,208.19 18.51	39,998.40 3,332.67 19.23	41,537.60 3,461.98 19.97	43,160.00 3,596.30 20.75	44,824.00 3,735.84 21.55	46,571.20 3,880.79 22.39	48,380.80 4,031.36 23.26	50,252.80 4,187.78 24.16
12*	6.0%	39,332.80 3,277.23 18.91	40,851.20 3,404.39 19.64	42,432.00 3,536.48 20.40	44,075.20 3,673.70 21.19	45,801.60 3,816.24 22.02	47,569.60 3,964.31 22.87	49,420.80 4,118.13 23.76	51,334.40 4,277.91 24.68	53,331.20 4,443.89 25.64
13* Comm Corr Workcrew Technician Jail Office Deputy Jail Technician Deputy	6.0%	41,912.00 3,493.44 20.15	43,555.20 3,628.99 20.94	45,240.00 3,769.79 21.75	46,987.20 3,916.06 22.59	48,817.60 4,068.00 23.47	50,710.40 4,225.84 24.38	52,686.40 4,389.80 25.33	54,724.80 4,560.12 26.31	56,846.40 4,737.05 27.33
14* Comm Corr Workcrew Coordinator Community Service Deputy	6.0%	44,886.40 3,741.03 21.58	46,633.60 3,886.18 22.42	48,443.20 4,036.96 23.29	50,315.20 4,193.59 24.19	52,270.40 4,356.30 25.13	54,308.80 4,525.32 26.11	56,409.60 4,700.90 27.12	58,593.60 4,883.29 28.17	60,881.60 5,072.76 29.27
17* Community Corrections Deputy Jail Corrections Deputy	6.0%	55,577.60 4,630.94 26.72	57,720.00 4,810.62 27.75	59,966.40 4,997.27 28.83	62,296.00 5,191.16 29.95	64,708.80 5,392.58 31.11	67,225.60 5,601.81 32.32	69,825.60 5,819.16 33.57	72,529.60 6,044.94 34.87	75,358.40 6,279.48 36.23
Intermediate Certification Advanced Certification	\$200 \$200									
17a* Detective	8.5% 0.0%	59,716.80 4,976.60	62,046.40 5,169.69	64,438.40 5,370.27	66,934.40 5,578.64	69,534.40 5,795.09	72,238.40 6,019.94	75,046.40 6,253.51	77,958.40 6,496.15	80,974.40 6,748.20
Monthly Additional Pay		28.71	29.83	30.98	32.18	33.43	34.73	36.08	37.48	38.93
Intermediate Certification Advanced Certification	\$200 \$200									

* Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2022 - June 2023
Sheriff's Office - Bargaining Unit Employees

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
17p*	8.5%	58,260.80	60,528.00	62,878.40	65,312.00	67,849.60	70,470.40	73,216.00	76,044.80	78,998.40
Criminal Patrol Deputy		4,855.21	5,043.59	5,239.28	5,442.56	5,653.73	5,873.09	6,100.97	6,337.69	6,583.59
Monthly Additional Pay		28.01	29.10	30.23	31.40	32.62	33.88	35.20	36.56	37.98
Intermediate Certification	\$200									
Advanced Certification	\$200									

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2023 - June 2024
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
11* Office Deputy	3.0%	38,168.00 3,180.67 18.35	39,665.60 3,305.47 19.07	41,204.80 3,433.73 19.81	42,785.60 3,565.47 20.57	44,449.60 3,704.13 21.37	46,176.00 3,848.00 22.20	47,964.80 3,997.07 23.06	49,836.80 4,153.07 23.96	51,750.40 4,312.53 24.88
12*	3.0%	40,518.40 3,376.53 19.48	42,078.40 3,506.53 20.23	43,700.80 3,641.73 21.01	45,406.40 3,783.87 21.83	47,174.40 3,931.20 22.68	49,004.80 4,083.73 23.56	50,897.60 4,241.47 24.47	52,873.60 4,406.13 25.42	54,932.80 4,577.73 26.41
13* Community Service Officer Jail Control Technician Deputy Jail Office Deputy Records Technician Warrants Technician	3.0%	43,160.00 3,596.67 20.75	44,865.60 3,738.80 21.57	46,592.00 3,882.67 22.40	48,401.60 4,033.47 23.27	50,273.60 4,189.47 24.17	52,228.80 4,352.40 25.11	54,267.20 4,522.27 26.09	56,368.00 4,697.33 27.10	58,552.00 4,879.33 28.15
14* Comm Corrections Office Coordinator	3.0%	46,238.40 3,853.20 22.23	48,027.20 4,002.27 23.09	49,899.20 4,158.27 23.99	51,833.60 4,319.47 24.92	53,830.40 4,485.87 25.88	55,931.20 4,660.93 26.89	58,094.40 4,841.20 27.93	60,361.60 5,030.13 29.02	62,712.00 5,226.00 30.15
15 Jail Nurse Mental Health Technician Monthly Additional Pay On Call	4.91%	66,643.20 5,553.60 32.04	69,326.40 5,777.20 33.33	72,113.60 6,009.47 34.67	75,025.60 6,252.13 36.07	78,062.40 6,505.20 37.53	81,203.20 6,766.93 39.04	84,468.80 7,039.07 40.61	87,880.00 7,323.33 42.25	91,416.00 7,618.00 43.95
16 Office Manager	4.91%	53,310.40 4,442.53 25.63	55,390.40 4,615.87 26.63	57,512.00 4,792.67 27.65	59,758.40 4,979.87 28.73	62,088.00 5,174.00 29.85	64,480.00 5,373.33 31.00	66,996.80 5,583.07 32.21	69,596.80 5,799.73 33.46	72,300.80 6,025.07 34.76

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2023 - June 2024
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
17*	3.0%	57,241.60	59,446.40	61,755.20	64,168.00	66,643.20	69,243.20	71,926.40	74,713.60	77,625.60
Community Corrections Deputy		4,770.13	4,953.87	5,146.27	5,347.33	5,553.60	5,770.27	5,993.87	6,226.13	6,468.80
Jail Corrections Deputy		27.52	28.58	29.69	30.85	32.04	33.29	34.58	35.92	37.32
Jail Court Security Deputy										
Monthly Additional Pay										
Intermediate Certification	\$200									
Advanced Certification	\$200									

17a*	3.0%	61,505.60	63,897.60	66,372.80	68,952.00	71,614.40	74,401.60	77,292.80	80,288.00	83,408.00
Detective		5,125.47	5,324.80	5,531.07	5,746.00	5,967.87	6,200.13	6,441.07	6,690.67	6,950.67
Monthly Additional Pay		29.57	30.72	31.91	33.15	34.43	35.77	37.16	38.60	40.10
Intermediate Certification	\$200									
Advanced Certification	\$200									

17p*	3.0%	60,008.00	62,337.60	64,771.20	67,267.20	69,888.00	72,592.00	75,420.80	78,332.80	81,390.40
Criminal Patrol Deputy		5,000.67	5,194.80	5,397.60	5,605.60	5,824.00	6,049.33	6,285.07	6,527.73	6,782.53
Monthly Additional Pay		28.85	29.97	31.14	32.34	33.60	34.90	36.26	37.66	39.13
Intermediate Certification	\$200									
Advanced Certification	\$200									

18	4.91%	69,867.20	72,696.00	75,608.00	78,665.60	81,827.20	85,134.40	88,545.60	92,123.20	95,846.40
Patrol Sergeant		5,822.27	6,058.00	6,300.67	6,555.47	6,818.93	7,094.53	7,378.80	7,676.93	7,987.20
Monthly Additional Pay		33.59	34.95	36.35	37.82	39.34	40.93	42.57	44.29	46.08
On Call	\$350									
Intermediate Certification	\$200									
Advanced Certification	\$200									

18a	4.91%	66,643.20	69,326.40	72,113.60	75,025.60	78,062.40	81,203.20	84,468.80	87,880.00	91,416.00
Emergency Manager		5,553.60	5,777.20	6,009.47	6,252.13	6,505.20	6,766.93	7,039.07	7,323.33	7,618.00
Jail Sergeant		32.04	33.33	34.67	36.07	37.53	39.04	40.61	42.25	43.95

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2023 - June 2024
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
19	4.91%	75,878.40	78,936.00	82,118.40	85,425.60	88,857.60	92,435.20	96,158.40	100,027.20	104,062.40
Administration Division Manager		6,323.20	6,578.00	6,843.20	7,118.80	7,404.80	7,702.93	8,013.20	8,335.60	8,671.86
Community Corrections Lieutenant		36.48	37.95	39.48	41.07	42.72	44.44	46.23	48.09	50.03
Jail Commander										
Monthly Additional Pay										
Intermediate Certification	\$200									
Advanced Certification	\$200									
19p	4.91%	79,560.00	82,763.20	86,091.20	89,564.80	93,163.20	96,907.20	100,817.60	104,873.60	109,116.80
Patrol Lieutenant		6,630.00	6,896.93	7,174.27	7,463.73	7,763.60	8,075.60	8,401.47	8,739.46	9,093.06
Monthly Additional Pay		38.25	39.79	41.39	43.06	44.79	46.59	48.47	50.42	52.46
Intermediate Certification	\$200									
Advanced Certification	\$200									
20	4.91%	85,904.00	89,377.60	92,976.00	96,740.80	100,609.60	104,686.40	108,888.00	113,276.80	117,832.00
Undersheriff		7,158.67	7,448.13	7,748.00	8,061.73	8,384.13	8,723.86	9,074.00	9,439.73	9,819.33
Monthly Additional Pay		41.30	42.97	44.70	46.51	48.37	50.33	52.35	54.46	56.65
Intermediate Certification	\$200									
Advanced Certification	\$200									

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2024 - June 2025
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
11* Office Deputy	3.0%	39,312.00	40,851.20	42,432.00	44,075.20	45,780.80	47,569.60	49,400.00	51,334.40	53,310.40
		3,276.00	3,404.27	3,536.00	3,672.93	3,815.07	3,964.13	4,116.67	4,277.87	4,442.53
		18.90	19.64	20.40	21.19	22.01	22.87	23.75	24.68	25.63
12*	3.0%	41,724.80	43,347.20	45,011.20	46,758.40	48,588.80	50,481.60	52,416.00	54,454.40	56,576.00
		3,477.07	3,612.27	3,750.93	3,896.53	4,049.07	4,206.80	4,368.00	4,537.87	4,714.67
		20.06	20.84	21.64	22.48	23.36	24.27	25.20	26.18	27.20
13* Community Service Officer Jail Control Technician Deputy Jail Office Deputy Records Technician Warrants Technician	3.0%	44,449.60	46,217.60	47,985.60	49,857.60	51,792.00	53,788.80	55,889.60	58,052.80	60,299.20
		3,704.13	3,851.47	3,998.80	4,154.80	4,316.00	4,482.40	4,657.47	4,837.73	5,024.93
		21.37	22.22	23.07	23.97	24.90	25.86	26.87	27.91	28.99
14* Comm Corrections Office Coordinator	3.0%	47,632.00	49,462.40	51,396.80	53,393.60	55,452.80	57,616.00	59,841.60	62,171.20	64,584.00
		3,969.33	4,121.87	4,283.07	4,449.47	4,621.07	4,801.33	4,986.80	5,180.93	5,382.00
		22.90	23.78	24.71	25.67	26.66	27.70	28.77	29.89	31.05
15 Jail Nurse Mental Health Technician Monthly Additional Pay On Call	3.00%	68,640.00	71,406.40	74,276.80	77,272.00	80,412.80	83,636.80	87,006.40	90,521.60	94,161.60
		5,720.00	5,950.53	6,189.73	6,439.33	6,701.07	6,969.73	7,250.53	7,543.47	7,846.80
		33.00	34.33	35.71	37.15	38.66	40.21	41.83	43.52	45.27
		\$600								
16 Office Manager	3.00%	54,912.00	57,054.40	59,238.40	61,547.20	63,960.00	66,414.40	69,014.40	71,676.80	74,464.00
		4,576.00	4,754.53	4,936.53	5,128.93	5,330.00	5,534.53	5,751.20	5,973.07	6,205.33
		26.40	27.43	28.48	29.59	30.75	31.93	33.18	34.46	35.80

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2024 - June 2025
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
17*	3.0%	58,968.00	61,235.20	63,606.40	66,102.40	68,640.00	71,323.20	74,089.60	76,960.00	79,955.20
Community Corrections Deputy		4,914.00	5,102.93	5,300.53	5,508.53	5,720.00	5,943.60	6,174.13	6,413.33	6,662.93
Jail Corrections Deputy		28.35	29.44	30.58	31.78	33.00	34.29	35.62	37.00	38.44
Jail Court Security Deputy										
Monthly Additional Pay										
Intermediate Certification	\$200									
Advanced Certification	\$200									
17a*	3.0%	63,356.80	65,811.20	68,369.60	71,011.20	73,756.80	76,627.20	79,601.60	82,700.80	85,904.00
Detective		5,279.73	5,484.27	5,697.47	5,917.60	6,146.40	6,385.60	6,633.47	6,891.73	7,158.67
Monthly Additional Pay		30.46	31.64	32.87	34.14	35.46	36.84	38.27	39.76	41.30
Intermediate Certification	\$200									
Advanced Certification	\$200									
17p*	3.0%	61,817.60	64,209.60	66,705.60	69,284.80	71,988.80	74,776.00	77,688.00	80,683.20	83,824.00
Criminal Patrol Deputy		5,151.47	5,350.80	5,558.80	5,773.73	5,999.07	6,231.33	6,474.00	6,723.60	6,985.33
Monthly Additional Pay		29.72	30.87	32.07	33.31	34.61	35.95	37.35	38.79	40.30
Intermediate Certification	\$200									
Advanced Certification	\$200									
18	3.00%	71,968.00	74,880.00	77,875.20	81,016.00	84,281.60	87,692.80	91,208.00	94,889.60	98,716.80
Patrol Sergeant		5,997.33	6,240.00	6,489.60	6,751.33	7,023.47	7,307.73	7,600.67	7,907.47	8,226.40
Monthly Additional Pay		34.60	36.00	37.44	38.95	40.52	42.16	43.85	45.62	47.46
On Call	\$350									
Intermediate Certification	\$200									
Advanced Certification	\$200									
18a	3.00%	68,640.00	71,406.40	74,276.80	77,272.00	80,412.80	83,636.80	87,006.40	90,521.60	94,161.60
Emergency Manager		5,720.00	5,950.53	6,189.73	6,439.33	6,701.07	6,969.73	7,250.53	7,543.47	7,846.80
Jail Sergeant		33.00	34.33	35.71	37.15	38.66	40.21	41.83	43.52	45.27

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding

CROOK COUNTY SALARY SCHEDULE
July 2024 - June 2025
Sheriff's Office

Grade / Classification	COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
19	3.00%	78,145.60	81,307.20	84,572.80	87,984.00	91,520.00	95,201.60	99,049.60	103,022.40	107,182.40
Administration Division Manager		6,512.13	6,775.60	7,047.73	7,332.00	7,626.67	7,933.47	8,254.13	8,585.20	8,931.86
Community Corrections Lieutenant		37.57	39.09	40.66	42.30	44.00	45.77	47.62	49.53	51.53
Jail Commander										
Monthly Additional Pay										
Intermediate Certification	\$200									
Advanced Certification	\$200									
19p	3.00%	81,952.00	85,238.40	88,670.40	92,248.00	95,950.40	99,819.20	103,833.60	108,014.40	112,382.40
Patrol Lieutenant		6,829.33	7,103.20	7,389.20	7,687.33	7,995.87	8,318.27	8,652.80	9,001.20	9,365.20
Monthly Additional Pay		39.40	40.98	42.63	44.35	46.13	47.99	49.92	51.93	54.03
Intermediate Certification	\$200									
Advanced Certification	\$200									
20	3.00%	88,483.20	92,060.80	95,763.20	99,652.80	103,625.60	107,827.20	112,153.60	116,667.20	121,368.00
Undersheriff		7,373.60	7,671.73	7,980.27	8,304.40	8,635.47	8,985.60	9,346.13	9,722.26	10,114.00
Monthly Additional Pay		42.54	44.26	46.04	47.91	49.82	51.84	53.92	56.09	58.35
Intermediate Certification	\$200									
Advanced Certification	\$200									

*Bargaining Unit Employees

Amounts listed may differ slightly from actual due to rounding