

AGREEMENT BETWEEN

UMATILLA COUNTY, OREGON

AND

UMATILLA COUNTY DISTRICT ATTORNEY

AND

AFSCME LOCAL UNION 3742-4

**AFSCME COUNCIL 75
OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

JULY 1, 2015 THROUGH JUNE 30, 2018

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ARTICLE 1 – PREAMBLE

The parties to this agreement are the District Attorney for Umatilla County, Umatilla County (a political subdivision of the State of Oregon) and AFSCME Local 3742-4.

This Agreement sets forth the certain matters related to the working conditions and compensation of prosecuting attorneys. The terms of this Agreement are subject to the authority vested in the District Attorney by the Constitution of the State of Oregon, and are subject to the limitations of ORS 8.610 to 8.850. Further, the terms of this Agreement and employee rights under the PECBA shall not serve to reduce the ethical considerations, which govern attorneys licensed to practice law before the courts of Oregon.

With the understanding set forth in this Preamble and Article 1, which is contractual, and in furtherance of the goals of positive employer/employee relations described in the PECBA, it is agreed:

ARTICLE 2 – RECOGNITION

The County and the District Attorney recognize the Union as the sole and exclusive representative of employees in the classifications of: Deputy District Attorney I (DDA I); Deputy District Attorney II (DDA II); Deputy District Attorney III (DDA III); and Deputy District Attorney IV (DDA IV); excluding supervisors and confidential employees for the purpose of establishing wages and benefits under the PECBA, subject to limitations described in Article 1.

ARTICLE 3 – UNION SECURITY

3.1 Membership. Membership or non-membership in the Union shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Union membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

3.2 Fair share. The County agrees to fair share in accordance with and pursuant to the terms of the ORS 243.650(10) relative to this matter with the understanding that the fair share for nonunion employees shall be equivalent to the dues of the Union membership in Local 3742-4, Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

3.3 Freedom of Association. The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member is hereby guaranteed. Such employee shall pay his or her fair share amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish proof to the Union that this has been done.

3.4 Maintenance of Membership. Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

3.5 PEOPLE. The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to both the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

3.6 Indemnification. The Union will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article 3 should be declared invalid or that the monthly service

fee collected under this Article should be ordered reimbursed to any nonmember, the Union shall be solely responsible for such reimbursement.

3.7 New Employees. The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment of each employee, with the cost of preparation of such agreement to be borne equally between the Union and the County.

ARTICLE 3—UNION SECURITY

~~3.1~~ ~~Membership.~~ Membership or non-membership in the Union shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

~~A.~~ Union membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

~~B.~~ Each employee shall be entitled to withdraw from membership in said Union by giving written notice to the Union and to the Umatilla County Human Resources Director.

~~3.2~~ ~~Fair share.~~ The County agrees to fair share in accordance with and pursuant to the terms of the ORS 243.650(10) relative to this matter with the understanding that the fair share for nonunion employees shall be equivalent to the dues of the Union membership in Local 3742-4, Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

~~3.3~~ ~~Freedom of Association.~~ The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member is hereby guaranteed. Such employee shall pay his or her fair share amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish proof to the Union that this has been done.

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ARTICLE 4 – MANAGEMENT RIGHTS

The Union recognizes that the District Attorney is an elected, constitutional officer of the State of Oregon; and recognizes the prerogatives of the District Attorney to operate and manage the affairs of the Office of District Attorney in all respects in accordance with the responsibilities and accountabilities of the office, except as otherwise specifically limited by the expressed terms of this agreement. The County and the District Attorney retain all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to the District Attorney's responsibility and right to manage the affairs of the District Attorney's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. The County and the District Attorney shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

The parties recognize the County and the District Attorney's right to properly determine that Deputy District Attorneys are licensed professionals employed in FLSA-exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy District Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the District Attorney may determine, and consistent with the ethical obligations of lawyers.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District Attorney and the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County and in court.
- B. To determine and to follow the County's and the State of Oregon's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the District Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.
- D. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of deputy district attorneys who serve at will as determined appropriate by the District Attorney.
- E. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.

- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the District Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting District Attorney, or an Assistant Attorney General.
- I. To assign regular hours of work and work locations.
- J. To designate and to assign work duties.
- K. To introduce new duties within the unit.
- L. To determine the need for and the qualifications of new employees and promotions.
- M. The District Attorney and the County affirm that the collective bargaining process and the resulting collective bargaining agreement is not intended to define the relative rights of the District Attorney and the County as joint employers of the Deputy District Attorneys; and that the relative power over personnel matters related to attorneys are established by the Oregon Constitution and laws. This subparagraph M reflects agreement of the District Attorney and the County, and is intended to govern any interpretation of this labor agreement.

ARTICLE 5 – BENEFITS

Section 5.1 Health and Welfare

The County agrees to continue its present or comparable medical and hospital insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs. The County further agrees to make available a dental insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs, so long as a sufficient percentage of eligible employees choose to participate in such plan to allow its continued availability from the carrier. In the event two employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 5.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that:

Effective July 1, 2015, the County will contribute the following percentage of insurance premiums:

75% for coverage of the total premiums. The employee shall pay 25%. Employees who elect employee only coverage shall remain at 100%.

The parties agree to a reopener of this agreement in 2017 to address the impacts of “Cadillac tax” through the Affordable Health Care Act.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverages. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium cost for life insurance.

Section 5.3 Group Term Life Insurance. In recognition of the unique aspects of public service as a prosecuting attorney, the DDAs shall be provided with a group term life insurance death benefit of fifty thousand dollars (\$50,000.00).

Section 5.4 Health Reimbursement Account: Recognizing the nature and public safety aspects of the prosecutor’s role in the criminal justice system, the County shall contribute one hundred dollars (\$100.00) per month to the Health Reimbursement Account with HRA VEBA on behalf of employees, or the contribution provided by the County for the class of exempt employees, whichever is greater.

Section 5.5 Vacation. DDA Vacation accrual shall be capped at four hundred (400) hours in recognition of the work and responsibilities inherent in the practice of law.

Section 5.6 Administrative Leave: The District Attorney may grant administrative leave in recognition of the nature of trial work and completed significant professional accomplishments in amounts which are reasonable in light of trial demands and prosecutorial services rendered by a deputy. The decision to schedule such leave is at the discretion of the District Attorney. Such leave is not accrued leave; it is not compensable in dollars; it does not carry forward monthly, and is recorded as it is used on the employee's timesheet as administrative leave, however there shall be no record of administrative leave accruals.

Section 5.7 Continuing Legal Education: The County will pay the registration or tuition and reasonable travel expenses incurred in accordance with County policies necessary to attend Continuing Legal Education (CLE) programs which are approved by the District Attorney, relevant to the job duties of a prosecuting attorney, within the mandated CLE requirements of the Oregon State Bar, and within the approved budget of the District Attorney's Office.

ARTICLE 6 – COMPENSATION

Employees shall be compensated based upon a regular work week of 40 hours established as the hours when the District Attorney's Office is open for the courts and the public. Employees are salaried professional employees who determine their hours of work outside of the regular hours when the District Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by case load.

A DDA IV is a career prosecutor position within the District Attorney's Office occupied based on experience and skill. Promotions to DDA II, DDA III, and DDA IV are not automatic advancements; rather, advancements in every case shall be based on merit as determined by the District Attorney and fiscal resources as fixed by the County.

*Appendix A Salary Schedule

Section 6.1 Longevity Premium:

After three (3) consecutive years of employment with the County each employee shall receive a three (3%) percent rate increase above the contractual rate. After four (4) consecutive years of employment with the County each employee shall receive a four (4%) percent rate increase above the contractual rate. After five (5) consecutive years of employment with the County each employee shall receive a five (5%) percent rate increase above the contractual rate. Thereafter, for each full year of consecutive employment, they shall receive an additional one-half (1/2%) percent rate increase up to a maximum of twelve and one-half percent (12.5%) at twenty (20) years. Longevity premiums are separate from and are not part of an employee's current classification wage rate. The effective date for longevity increases will be the first day of the pay period within which the hire anniversary occurs.

Section 6.2 Cell Phone: The County will issue a cell phone to each DDA for business use, and for incidental personal use permitted by GSPC. In lieu of an issued cell phone, a DDA may elect the cell phone allowance provided for by County policy of fifteen dollars (\$15.00), and if the DDA uses email data service, the County will reimburse an additional thirty five dollars (\$35.00) per month.

ARTICLE 7 - HOLIDAYS

Section 7.1 Recognized Holidays

The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Every day appointed, designated, or declared a holiday by the President and the Governor as a Holiday in the year.

Section 7.2 Weekend Observance

If any holiday listed in Section 7.1 falls on Saturday, the preceding Friday will be observed. If any holiday falls on Sunday, the following Monday will be observed.

Section 7.3 Holiday Pay

Employees who are assigned to work on the Day After Thanksgiving will receive 1.5 times the actual hours worked to be used as Administrative Leave by December 31, of the current year earned or the time will be forfeited.

Section 7.4 Birthday Holiday

Employees shall earn eight (8) hours birthday time off in the month of their birthday. If the employee is unable to schedule his/her birthday time off in the month of their birth, eight (8) hours will be credited to his/her vacation accrual balance.

ARTICLE 8 - RETIREMENT

Section 8.1 Retirement Plan

The County agrees to maintain its existing retirement plan during the term of this Agreement, subject to the terms and conditions thereof, as it applies to qualified regular (non-probationary) employees in the bargaining unit.

Section 8.2 Employee Contribution Pick-Up

Umatilla County will “pick-up”, assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System, and the Oregon Public Service Retirement Plan. Such “pick-up” or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if during the terms of this agreement, by any means, the employer is prohibited from “picking-up” PERS this article will be reopened.

ARTICLE 9 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

9.1 Personnel Policies Apply: Except as otherwise provided in this Agreement and excluding any policy inconsistent with Article 1, conditions of employment as specified in the County’s personnel policies and procedures shall apply to employees of the bargaining unit.

ARTICLE 10 – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the District Attorney shall be governed by Article 4 – Management Rights. The County and the Union for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 11 – SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 12 – TERMINATION

This Agreement shall be effective on the first day of the month following ratification by the parties unless otherwise provided herein, and shall remain in full force and effect until June 30, 2018, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1, 2015, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2015.

AFSCME LOCAL UNION 3742-4

UMATILLA COUNTY

Kathryn Hansen
Local President

George Murdock, Chair
Board of Commissioners

Monte Ludington
Bargaining Member

William J. Elfering
Commissioner

Seth Moore
AFSCME Council 75 Representative

W. Lawrence Givens
Commissioner

Daniel Primus
District Attorney

APPENDIX A

Deputy District Attorney Salary Schedule

Effective retroactively to July 1, 2015 the salary ranges will be selectively adjusted as listed below:

	Probation	Post Prob.	Adj %	New Prob	New Post Prob
Deputy District Attorney I	\$4413	\$4634	0%	\$4413	\$4634
Deputy District Attorney II	\$4930	\$5177	3%	\$5078	\$5332
Deputy District Attorney III	\$5334	\$5601	5%	\$5601	\$5881
Deputy District Attorney IV	\$6085	\$6389	5%	\$6389	\$6708

In addition to the selective range increases show above, effective retroactively to July 1, 2015, the ranges adjusted a by one and one half percent (1.5%) COLA.

Effective July 1, 2016, the classification of Deputy District Attorney III will be increased by three percent (3%).

Effective July 1, 2016, the above ranges shall receive a COLA increase of basic salary in the amount of two percent (2%).

Effective July 1, 2017, the above ranges shall receive a COLA increase of basic salary in the amount of two percent (2%).

The salary schedules will be adjusted accordingly.