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AGREEMENT BETWEEN

CLATSOP COUNTY, OREGON

AND

THE CLATSOP COUNTY DISTRICT ATTORNEY

AND

AFSCME LOCAL UNION 2746-DA

AFSCME COUNCIL 75

OF THE

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFC-C10

JULY 1, 2022 THROUGH JUNE 30, 2025

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ARTICLE 1: PREAMBLE

The parties to this agreement are the District Attorney for Clatsop County, Clatsop County (a political subdivision of the State of Oregon), and AFSCME Local 2746-DA.

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 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: District Attorney I; District Attorney II; and District Attorney III; 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 AND RIGHTS

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 within the first 30 days of joining the Union.

B. Each employee shall be entitled to withdraw from membership in said Union by giving of written notice to the Union and the Employer.

3.2 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 should be declared invalid or should a deduction collected under this Article be ordered reimbursed to any employee, the Union shall be solely responsible for such reimbursement.

3.3 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.

3.4 Union Orientation. The County agrees that it will provide notice to the Union President and Council Representative of scheduled new employee orientation. In recognition of the exempt status of the bargaining unit employees, the County agrees that a Union Representative may meet with new employees for thirty (30) minutes during orientation. If a new employee orientation is not held within thirty (30) days of hire, the County shall provide the Union with a minimum of thirty (30) minutes to make a presentation to the employee without undue interference. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regulation location.

3.5 Access to Information: The County shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit (to the extent the County has such information):

- A. Name, unique identifier, and date of hire;
- B. Contact information including: cellular, home, and work telephone numbers; personal and work electronic email addresses; home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift;
- C. Employment status change and effective date; and
- D. Leave of absence or retiree status, if applicable.

The County shall provide the information for newly hired employees upon acceptance of an offer of employment and once per quarter for employees in the bargaining unit who are not newly hired.

3.6 Visits by Union Representatives: Accredited representatives of the Union, whether local Union, District Council, or International representatives, will be granted reasonable access to County facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall first report their presence to the supervisor in charge of the work area which is being visited. Such visits shall not interfere with normal operation of the department.

3.7 Bulletin Boards: The Union will be allowed to use a designated bulletin board located in the Courthouse. The posting of Union notices shall be limited to such bulletin boards. Bulletin board notices shall be posted by a union officer, steward, or representative.

3.8 Stewards and Designated Union Representatives: The Steward shall be a County employee as selected by the Union. A list of stewards and designated union representatives will be kept current and sent by the Union to Human Resources. Duties required by the Union of its stewards, except attendance at meetings with the County, supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee, and investigatory meeting of employees under investigation, shall not interfere with their or other employees' regular work assignments as employees of the County.

Prior to conducting an investigatory meeting, the County shall advise the employee under investigation of their right to have steward representation. The employee will be afforded Weingarten rights. The steward or designated union representative involved with a particular grievance must be identified at Step I of the grievance procedure and will be designated as the only bargaining unit employee who will be able to gather information pertaining to that particular grievance. The Union will make reasonable efforts to control the amount of investigative time spent between the steward and the aggrieved employee. In order to use union leave for this purpose, stewards must notify the supervisor/department head of meetings and other commitments at the time these are scheduled.

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 Manager 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 an employee for good and sufficient cause as determined by the District Attorney in the District Attorney's judgment and discretion.

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 paragraph M reflects agreement of the District Attorney and the County, and is intended to govern any interpretation of this labor agreement.

ARTICLE 5: BENEFITS

Employees shall be afforded the non-represented benefit package, including insurance benefit caps, as established and revised periodically by Clatsop County as the standard benefit package for all of its non-represented employees.

ARTICLE 6: WAGES, HOURS AND PROMOTIONS

6.1 Wages. Employees shall be compensated based upon a regular work week of 40 hours. 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 caseload.

Effective July 1, 2022, the revised Appendix A shall be incorporated into this Agreement. Effective July 1, 2022, each deputy district attorney shall receive a cost of living adjustment as referenced in Appendix A and incorporated by reference into this Agreement.

Deputy district attorneys' salary shall be set within the appropriate salary range, and thereafter shall annually be increased by five percent (5%) until the employee reaches the top of the salary range unless the District Attorney can justify denial of the annual increase in conjunction with each deputy district attorney's annual performance review. At no time shall a deputy district attorney's salary be increased by more than five percent (5%) in any year without the written concurrence of the County Manager, except upon promotion to a higher classification. The salary ranges established for the deputy district attorneys are as referenced in Appendix A incorporated by reference into this Agreement.

In order to be eligible for promotion to DDA III an attorney must have been admitted to the practice of law and engaged in trial practice for at least five (5) years. A DDA III is a career prosecutor position. Promotions to DDA II and DDA III are not automatic advancements; rather, advancements in every case shall be as determined by the District Attorney and fiscal resources as fixed by the County.

6.2 Clothing Allowance. Employees shall receive an annual clothing allowance of \$300.00 in order to purchase professional attire (business suit or similar) as is required for the position. Newly hired employees will have this amount pro-rated based on their date of hire.

6.3 Cell Phone. Upon request, the County shall provide employees with a County-paid cell phone to be utilized for work purposes.

ARTICLE 7: VACATION

7.1 Accrual and Allowance:

All regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule:

| <u>Years of Service</u> | <u>Accrual Rate</u> | <u>Per Month</u> | <u>Per Year</u> |
|-------------------------|--------------------------|------------------|-----------------|
| 1 through 4 years | .04615 hours/hour worked | One day | 12 days |
| After 4 years | .05769 hours/hour worked | 1.25 days | 15 days |

| | | | |
|----------------|--------------------------|-----------|---------|
| After 9 years | .07292 hours/hour worked | 1.5 days | 18 days |
| After 14 years | .08077 hours/hour worked | 1.75 days | 21 days |
| After 19 years | .09231 hours/hour worked | 2 days | 24 days |
| After 24 years | .10385 hours/hour worked | 2.25 days | 27 days |

7.2 Maximum Accrual and Vacation Conversion:

Maximum Accrual. Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year. The maximum accrual of vacation leave shall be three hundred and twenty-four (324) hours. When an employee reaches the maximum accrual, the employee and department head shall meet to schedule the vacation leave.

If workload requirements will not permit the taking of leave, vacation accrual over the maximum shall not be lost. If the County and the employee cannot schedule such vacation within 90 days of a request by the County to do so, such vacation time shall be forfeited.

Vacation Conversion. Employees shall be allowed to convert forty (40) hours of accrued vacation to cash two (2) times per calendar year provided they have taken or are scheduled to take an equal amount of paid time off within thirty (30) days of the date of the request for the vacation conversion. For the purposes of this section paid time off does not include any non-compensable time such as, sick leave, personal or wellness days.

ARTICLE 8: SETTLEMENT OF DISPUTES

8.1 Grievance and Arbitration Procedure.

The procedures set forth in this Article shall be the sole procedure to be utilized for that purpose. A grievance is defined as a dispute concerning the application, meaning, or interpretation of this Agreement. In cases of discharge and/or suspension without pay, the employee shall have the right to grieve under Steps 1 or 2 of this Article.

Step 1. Initial Meeting:

Prior to proceeding to Step 2, the affected employee and an employee/Union Representative will meet with the supervisor to discuss the issues and points of view and to attempt to reach a mutually satisfactory resolution. Thereafter, the Union shall designate a single steward to assist the employee in proceedings under this Article.

Step 2. Department Head:

The aggrieved employee and/or the Union representative may take up the grievance or dispute with the department head within thirty (30) working days after the occurrence or reasonable knowledge of the occurrence of the event giving rise to the grievance. The

department head shall promptly attempt to settle such grievance within ten (10) working days. In no event can the grievance be filed after thirty (30) days of the occurrence or reasonable knowledge thereof. The grievance shall be submitted in writing, shall state the names of all aggrieved employees, the facts giving rise to the grievance, the agreement sections violated and the remedy desired. The agreement sections which are the basis of a grievance may be amended at any time prior to the decision at Step 3. The department head shall respond in writing.

Step 3. County Manager:

Should the aggrieved employee fail to effect settlement at Step 2, the Union shall have the right to submit the grievance in writing to the County Manager, providing that such submittal shall be within ten (10) working days from the receipt of the department head's response at Step 2 or the date on which it is due, whichever is sooner. The County Manager or their designee shall attempt to settle such grievance within ten (10) working days, and may meet with the department head, the employee, the steward and any other person deemed appropriate by the County Manager or the steward. The County Manager or their designee, whoever meets with the Union, shall make and issue a written decision in conjunction with the department head within fifteen (15) working days of the time such meeting is held.

Step 4. Arbitration:

Should the aggrieved employee or the aggrieved employee's representative not be satisfied with the determination at Step 3, the Union shall have the right to submit the matter to binding arbitration within twenty-one (21) working days from the date the County Manager's written decision is due or received, whichever is sooner.

After the matter has been submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from the State Conciliation Service a list of names of seven (7) arbitrators with offices in Oregon or Washington. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains. Each party retains the right to reject one list in its entirety and request that a new list be submitted.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of the proceedings.

The arbitrator's fees and expenses shall be paid for by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

8.2 Time Periods.

The time limits expressed herein are the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance may be advanced to the next step by the Union. Failure by the employee or the Union to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance.

8.3 Determination of Merit.

The Union will not process any grievance that does not meet the standards of a valid contractual issue.

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.

9.2 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, and within the mandated CLE requirements of the Oregon State Bar.

9.3 Administrative Leave. A Deputy District Attorney may be granted one-day of administrative leave in any calendar month in recognition of assignments completed during the prior month. The decision to schedule such leave is at the discretion of the District Attorney. Such leave is not accrued leave; therefore, it is not recorded on the employee's timesheet.

9.4 Wellness Days. A Deputy District Attorney will earn one Wellness Day per month. Employees are encouraged to take a Wellness Day within the month it is accrued. Effective July 1, 2022, employees may not accrue more than twelve (12) Wellness Days at any given time. When an employee reaches the maximum accrual, the employee and District Attorney shall meet to schedule the utilization of Wellness Days. If the District Attorney and the Deputy District Attorney cannot schedule the use of accrued Wellness Days within 90 days of a request by the District Attorney to do so, the accrued Wellness Days shall be forfeited. However, Wellness Day accrual over the maximum shall not be lost if workload requirements do not allow for the Wellness Days to be used. Employees are not compensated for unused Wellness Days when their employment ends.

Existing employees who have more than twelve (12) accrued Wellness Days as of July 1, 2022, will be given a reasonable period of time to utilize their Wellness Days in order to get below the maximum accrual of twelve (12).

9.5 Union Orientation. The County agrees that it will provide notice to the Union President and Council Representative of scheduled new employee orientation. In recognition of the exempt status of the bargaining unit employees, the County agrees that a Union Representative may meet with new employees for fifteen (15) minutes during orientation.

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.

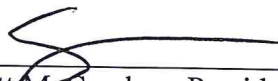
ARTICLE 11: SAVINGS CLAUSE


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 the 30th day of June, 2025 and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 1 that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations. Executed by the parties on the dates set forth below.

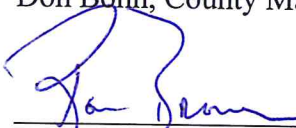
SIGNATURE PAGE



Scott McCracken, President

Mark Kujala Board Chair
Board of Commissioners

Chris Johnson
AFSCME, Council 75
Representative

Don Bohn, County Manager

Ron Brown, District Attorney

Monica Steele, Assistant County Manager

Kelly Stiles, Human Resources Director

APPENDIX A

DEPUTY DISTRICT ATTORNEY SALARY SCHEDULE

The pay ranges for the DDA I, DDA II, and DDA III job classifications are as follows:

| | |
|---------|--------------------------|
| DDA I | \$5,992.04 - \$8,029.91 |
| DDA II | \$6,502.40 - \$9,149.53 |
| DDA III | \$8,771.92 - \$11,755.21 |

Effective July 1, 2022 and each July 1 thereafter for the life of the Agreement, each DDA job classification shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the West Region CPI-U for the period May to May.