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Collective Bargaining Agreement

between

Douglas County

and

AFSCME Local 3742-4

Deputy District Attorneys

Expires June 30, 2023

Table of Contents

Preamble	1
Article 1: Recognition Clause	1
Article 2: Union Security and Check off	1
Article 3: Management Rights	2
Article 4: Dispute Resolution	4
Article 5: Hours	4
Article 6: Sick Leave	5
Article 7: Vacation	6
Article 8: Holiday	7
Article 9: Labor Management Meetings	7
Article 10: Entire Agreement	8
Article 11: Insurance	8
Article 12: Other Terms and Conditions of Employment	9
Article 13: Savings Clause	
Article 14: Termination	10
Appendix A	11

Preamble

The parties to this agreement are the District Attorney for Douglas County, Douglas 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 PECBA shall not serve to reduce the ethical considerations, which govern attorneys licensed to practice law before the courts of Oregon.

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

Article 1: Recognition Clause

The County and the District Attorney recognize the Union as the sole and exclusive representative of all regular, full time Deputy District Attorneys classified as DDA I, DDA II, and DDA III employed by Douglas County, excluding supervisory and confidential DDAs, subject to the limitations of ORS 8.610 to ORS 8.850.

Article 2: Union Security and Check off

Section 1: Check off

Any DDA who is a member of the Union, or who has applied for membership, shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues from each issued paycheck for these employees. The aggregate deductions of all DDAs shall be remitted together with an itemized statement to the Treasurer of the after each bi-weekly payroll deduction. In the event that a part of this Article should be declared invalid or that the monthly payment should be ordered reimbursed to any member, the Union and its members shall be solely responsible for its reimbursement.

Section 2: Deduction of Dues and Fees

(A) The UNION shall notify the COUNTY of the current rate of dues in a timely manner which will

enable the COUNTY to make necessary payroll deductions. The County shall deduct dues from each issued paycheck for all employees in the bargaining unit who have authorized such deductions.

- (B) A file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck.

Section 3: Hold Harmless

The UNION agrees to release the COUNTY and hold the COUNTY harmless from any liability whatsoever in performing its obligations as specified in the Article. Reasonable costs incurred in the defense of the COUNTY in any legal action brought against the COUNTY for implementing the provisions of this Article shall be borne by the UNION. The COUNTY agrees to cooperate fully in the defense of the claim. Nothing in this section shall be construed as to limit the COUNTY'S obligation to deduct and transmit dues and fees to the UNION.

Section 4: Use of County Property For Union Business

With prior notice and approval from the District Attorney or designee, the Union may use County property for conducting union business. DDAs may meet and conduct union business during the normal working hours as long as that time does not interfere or restrict their normal work. The Union is aware that any transmission of communications using County property (such as emails, fax transmissions, etc.) are public records and as such are subject to review by the County and to disclosure to the public.

Article 3: 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. The rights of the DDAs 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:

- To determine the services to be rendered to the citizens of the County and in Court
- To determine and to follow the County's and the State of Oregon's financial, budgetary and accounting procedures
- 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 DDAs in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect DDAs in the bargaining unit
- 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 DDAs 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 layoff; 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 DDAs 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 DDA
- To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance
- To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards
- 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

- To assign regular hours of work and work locations
- To designate and to assign work duties
- To introduce new duties within the unit
- To determine the need for and the qualifications of new DDAs and promotions

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; and that the relative power over personnel matters related to attorneys are established by the Oregon Constitution and laws. This paragraph reflects agreement of the District Attorney and the County, and is intended to govern any interpretation of this labor agreement.

Article 4: Dispute Resolution

The DA continues to embrace an open door policy for resolving issues within the District Attorney's Office. The District Attorney and the Union agree to voluntarily meet at the request of either party to discuss concern regarding the administration of this contract.

Article 5: Hours

Section 1: FLSA Employment Status

DDAs are exempt under the Fair Labor Standards Act.

Section 2: Hours

DDAs are generally expected to be in the office between the hours of 8:00am and 5:00pm on each day that the court is open. DDAs 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.

Section 3: Flexible Scheduling

If a DDA desires to flex his or her work hours outside of his or her basic work schedule, the DDA shall seek and secure approval from the District Attorney or his or her designee.

Article 6: Sick Leave

Section 1: Accruals

After having served continuously as a County employee for four (4) full pay periods, eligible DDAs shall be credited with, and thereafter accrue, sick leave hours, per pay period. DDAs accrue sick leave at a rate of 3.70 hours per pay period.

A DDA may not use accrued leave in an amount in excess of that which is necessary to bring their total hours compensated for the week to forty (40) hours.

Section 2: OFLA/FMLA Leave

The County will, if required by law, comply with all provisions of the Federal Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Leave under either Act will be taken concurrently with sick leave, or any other accrued leave.

Section 3: Utilization of Paid Sick Leave

DDAs may utilize their allowances of sick leave after having been employed for a period of (4) four full pay periods when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the DDAs with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the DDA or by illness in their immediate families. For such period as the DDA has sick leave credit, the use of sick leave to attend a family member shall be limited to the time the DDA's presence is actually required. When possible, DDAs shall attempt to make other arrangements for the care of ill family members and may be required to provide a physician's statement regarding the need of the DDA to attend the family member.

Physician verification may be required for any absences under this Section lasting four or more consecutive days.

Section 4: Call-ins

The District Attorney may establish call-in requirements for DDAs on leave based on the operational needs of the department.

Section 5: Separation

No compensation for accrued sick leave shall be allowed for DDAs when the DDA voluntarily or involuntarily separates from County service.

Article 7: Vacation

Section 1: Accruals

After having served continuously as a County employee for twelve (12) full work periods, eligible DDAs shall be credited with, and thereafter accrue, vacation leave hours, per pay period, as outlined below:

Hrs Budgeted Per Week	Full-Time Equivalent	Percent of F-T Benefit	Length of Service	Accrual Rate
40	1.00	100%	Balance at 6 months	44.40 hours
			6 months to 5 years	3.70/pp
			5 years to 10 years	4.62/pp
			10 years to 15 years	5.54/pp
			15 years to 20 years	6.47/pp
			20+ years	7.40/pp

Section 2: Scheduling

DDAs shall submit vacation requests in the usual and customary manner. No DDA shall be granted a continuous vacation of more than five (5) weeks in any one year. In case of any conflicts between the DDAs, the DDAs with the longest period of services with the District Attorney's Office shall be given first consideration. In cases where two DDAs have the same period of service with the District Attorney's Office, first consideration shall go to the first to submit the vacation request.

Section 3: Accumulation

Full time DDAs may accumulate up to two hundred and eighty (280) hours of vacation leave. Any DDA who is about to lose vacation credit because of accrual limitation may, with the approval of the District Attorney or his or her designee five (5) days in advance, absent themselves to prevent the loss of time. Such action taken by the DDA shall not constitute a basis for disciplinary action or loss of pay.

In lieu of the DDA absenting him or herself from work as provided above, the District Attorney at his or her option, will pay off the excess vacation time at the DDA's normal rate. No payment shall be made for vacation time lost by a DDA because of accrual limitation unless the failure to take vacation is caused by the District Attorney requiring that the DDA be at work during the scheduled vacation.

Upon the termination of an employee for any reason, all accumulated vacation up to two hundred and forty (240) hours shall be paid to the employee.

Article 8: Holiday

Section 1: Recognized Holidays

The following days are recognized holidays for eligible DDAs in the County service:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Day (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)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- One floating holiday

Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Holidays which occur during vacation or authorized sick leave shall not be charged against such leave. The floating holiday provided for in this rule shall not be subject to accrual; that is, it is allowed on a fiscal year basis but does not accrue from one fiscal year to the next. If any eligible DDA fails to use their personal holiday hours, DDA shall not receive additional pay in lieu thereof.

Section 2: Holiday During Leave

Should a DDA be on authorized leave with pay when a holiday occurs, such a holiday shall not be charged against such leave. To be eligible for Holiday Pay, a DDA must be in paid status the scheduled day before and after the Holiday.

Section 3: Holiday Pay Calculation

Holiday pay is based on the hours paid during the pay period in which the holiday falls. Eligible DDAs shall receive eight (8) hours pay for each of the holidays listed above which fall within their work week.

Article 9: Labor Management Meetings

In recognition that it is the intent of the parties of this agreement to work together for the mutual beneficial success of the District Attorney's Office and to establish a productive positive working environment, the parties agree to conduct Labor Management meetings. These meetings will have

equal participation of both Labor and Management and the actual rules of conducting these meetings will be established and periodically examined by the participants. These meetings will be scheduled by mutual agreement. These meetings shall be conducted during work hours and compensated as such. Topics to be discussed include but are not limited to workload, safety concerns, equipment needs, assignments and other general work issues. These meetings will in no way constitute or be construed to be considered bargaining by the parties.

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.

Article 11: Insurance

Section 1: Life Insurance

The County agrees to provide and maintain the following insurance programs:

- A. Life Insurance - \$20,000 principal sum.

Section 2: Medical, Dental, Vision Insurance

The County shall maintain Co-Pay Plan C or a substantively equivalent plan as offered by CityCounty Insurance Services (CIS) as the health insurance plan as well as ODS and Willamette Dental options.

For the life of the contract, County will pay ninety-seven percent (97%) of the medical insurance premium for each eligible employee.

The County retains the right to modify the plans or the plan options during the term of this Agreement provided that any such modifications will be reviewed and discussed with the employee benefits committee prior to the implementation of any such changes.

Article 12: Other Terms and Conditions of Employment

Section 1: Personnel Policies

The District Attorney shall continue to enforce existing policies and rules. County policies that are adopted by the District Attorney shall apply and be enforced with members of the bargaining unit, unless covered by this contract.

Section 2: Continuing Legal Education and Bar Dues

The County will pay the annual bar dues, plus 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.

Section 3: Administrative Leave

Each DDA shall be granted administrative leave. Administrative leave be awarded July 1 each year of the contract according to chart below. Such leave is not accrued leave and therefore is not compensable in dollars, does not carry forward annually, and is recorded as it is used on the employee's timesheet as administrative leave.

DDA shall schedule administrative leave through seeking and securing approval from the District Attorney or his or her designee.

Deputy District Attorney I	16 hours per year
Deputy District Attorney II	24 hours per year
Deputy District Attorney III	32 hours per year

Section 4: Cell Phone

The County may issue a cell phone to each DDA for their use, consistent with the County policies.

Section 5: Parking Spots

The County shall designate thirteen (13) parking spaces for DA's office use only. The spots will be marked as reserved like the other spaces, and not have any indication that they are in use by the DAs office. The District Attorney will be solely responsible for determining how these parking spaces will be utilized.

Article 13: Savings Clause

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

Article 14: Termination

This Agreement shall be effective July 1, 2020 and remain in full force and effect until June 30, 2023. Either party must notify the other party, in writing, no later than January 1, 2023 of its intention to negotiate a successor agreement.

For the Union



Robin Vogel



James DeVecchio



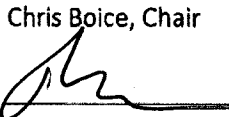
Jim Steiner

AFSCME

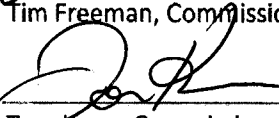
For Douglas County



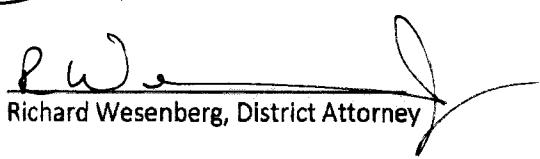
Chris Boice, Chair



Tim Freeman, Commissioner



Tom Kress, Commissioner



Richard Wesenberg, District Attorney

Appendix A

Deputy District Attorney Salary Schedule

Effective for the first full pay period in July 2020 or for the first full pay period directly after ratification, whichever is later, the salary schedules will be increased by two (2) percent for employees classified as Deputy District Attorney 1, Deputy District Attorney 2; Deputy District Attorney 3. Upon the effective date of the contract, the bottom two steps (Steps 1 and 2) will be eliminated from each pay scale. Any employee in the bottom two steps at the time of this change, will move to step 1 (formerly step 3) of the new wage scale. Every other employee will remain in their current step with the equivalent renumbering (e.g. Step 10 will become Step 8).

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1720 DDA1 - DDA 510	31.49	32.78	34.12	35.53	36.94	38.40	39.96	41.59
1740 DDA2 - DDA 520	36.44	37.89	39.39	41.03	42.70	44.42	46.22	48.09
1760 DDA3 - DDA 530	42.15	43.84	45.62	47.49	49.41	51.42	53.51	55.67

Effective for the first full pay period in July 2021, the salary schedules will be increased by two (2) percent for employees classified as Deputy District Attorney 1; Deputy District Attorney 2; and Deputy District Attorney 3.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1720 DDA1 - DDA 510	32.12	33.44	34.80	36.24	37.68	39.17	40.76	42.42
1740 DDA2 - DDA 520	37.17	38.65	40.18	41.86	43.55	45.31	47.14	49.05
1760 DDA3 - DDA 530	42.99	44.72	46.54	48.44	50.40	52.45	54.58	56.78

Effective for the first full pay period in July 2022, the salary schedules will be increased by two (2) percent for employees classified as Deputy District Attorney 1; Deputy District Attorney 2; and Deputy District Attorney 3.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1720 DDA1 - DDA 510	32.76	34.11	35.50	36.96	38.43	39.95	41.58	43.27
1740 DDA2 - DDA 520	37.91	39.42	40.98	42.70	44.42	46.22	48.08	50.03
1760 DDA3 - DDA 530	43.85	45.61	47.47	49.41	51.41	53.50	55.67	57.92