

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, 2008 THROUGH JUNE 30, 2011

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 his 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: 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

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 of written notice to the Union and the Clatsop County Central Services Director.

3.2 Fair share. The County agrees to fair share in accordance with and pursuant to the terms of the Oregon Revised Statutes 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 2746DA, 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 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 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.

3.5 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 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 Administrator 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. Notwithstanding the foregoing, the County agrees that for the term of the Agreement, employees shall be provided the Dental II plan rather than the Dental III plan, provided the Dental II plan remains as a plan offered to the other County employees, and as the Dental II plan may be revised periodically by the County. However, if a benefit is reduced below the level in effect on the date this Agreement is ratified, the County must bargain concerning the impacts of the change.

ARTICLE 6: WAGES, HOURS AND PROMOTIONS

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 each July 1, 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 be determined based on merit in conjunction with each deputy district attorney's annual performance review. At these times the salary may be adjusted upward by the district attorney based on merit; provided, however, that a deputy district attorney's salary shall not be increased by more than five percent (5%) in any year without the written concurrence of the County Administrator, 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 seven (7) 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 based on as determined by the District Attorney and fiscal resources as fixed by the County.

ARTICLE 7: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

7.1 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.

7.2 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.

7.3 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.

ARTICLE 8: 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 3 (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 9: 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 10: 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, 2011 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.

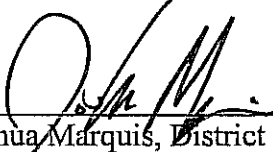

Dawn Blaser, President

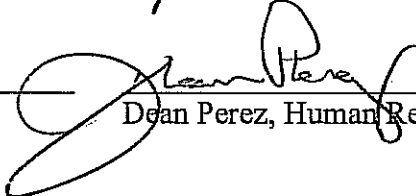

Patricia Roberts, Board Chair
Board of Commissioners


Beau Peterson, Deputy District Attorney


Scott Derickson, County Manager

Stacy Chamberlain, AFSCME Council 75
Representative


Joshua Marquis, District Attorney


Dean Perez, Human Resources Director

APPENDIX A

DEPUTY DISTRICT ATTORNEY SALARY SCHEDULE

Effective July 1, 2008 each DDA shall receive a cost of living adjustment equal to 4.2%. The ranges effective July 1, 2008 are:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy District Attorney III	\$5,116.67	\$6,822.22
Deputy District Attorney II	\$4,744.32	\$6,325.76
Deputy District Attorney I	\$4,371.96	\$5,829.28

Effective July 1, 2009 and July 1, 2010, each DDA shall receive a cost of living adjustment equal to the percentage change May to May of the All US CPI-U, and not less than 2.5% nor more than 4.5% in any fiscal year. The ranges shall be adjusted to reflect the cost of living increases.

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