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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

YAMHILL COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION

AND

YAMHILL COUNTY

EXPIRES: June 30, 2017

Accepted by Yamhill County
Board of Commissioners on
9.4.14 by Board Order
14-546

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – NON-DISCRIMINATION	1
ARTICLE 4 – MANAGEMENT RIGHTS	2
ARTICLE 5 – ASSOCIATION BUSINESS	3
ARTICLE 6 – HOURS OF WORK.....	3
ARTICLE 7 – SALARY AND WAGES.....	4
ARTICLE 8 – HOLIDAYS.....	5
ARTICLE 9 – FLEXIBLE EARNED TIME (FET)	6
ARTICLE 10 – PERSONAL EXTENDED LEAVE (PEL) AND SHORT-TERM DISABILITY INSURANCE	8
ARTICLE 11 – OTHER LEAVES AND ABSENCES	10
ARTICLE 12 – HEALTH AND WELFARE.....	13
ARTICLE 13 – DISCIPLINE AND DISCHARGE	15
ARTICLE 14 – GRIEVANCE PROCEDURE	21
ARTICLE 15 – PROBATIONARY PERIOD	23
ARTICLE 16 – SENIORITY AND LAYOFF.....	23
ARTICLE 17 – GENERAL PROVISIONS	24
ARTICLE 18 – SAVINGS CLAUSE	24
ARTICLE 19 – DURATION AND RATIFICATION	26

PREAMBLE

This Agreement is entered into between the Yamhill County Deputy District Attorneys Association (hereinafter referred to as the "Association") and Yamhill County (hereinafter referred to as the "County") for the purpose of promoting harmonious relationships between the County and the Association, establishing an equitable and peaceful procedure for resolution of differences, and setting forth their entire agreement with regard to rates of pay, hours worked, and other conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Association as the exclusive collective bargaining representative for matters concerning employment relations as defined in ORS 243.650(7) for all attorneys employed full time in the Yamhill County District Attorney's Office, excluding the person designated by the District Attorney as the Chief Deputy District Attorney, (if any), supervisory and confidential employees as defined by ORS 243.650 and attorneys hired for a term of less than one year.

ARTICLE 2 – NON-DISCRIMINATION

- 2.1 The County will not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership and/or activity required in this Agreement on behalf of members of this bargaining unit.
- 2.2 Discrimination on the basis of race, sex, color, religion, national origin, age, mental or physical handicap, marital status, sexual orientation, disabled or veteran status (except where there are bona fide occupational qualifications) is prohibited by all employees of Yamhill County. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to such status.
- 2.3 Discrimination complaints for which a remedy is available under State or Federal law shall not be subject to the grievance procedure provided for herein.

ARTICLE 3 – ASSOCIATION DUES/FAIR SHARE

- 3.1 The County and the Association recognize that the Association is required to represent every employee covered by this Agreement, making each such employee a recipient of the Association's services.
- 3.2 The County and the Association agree to a fair share agreement for all employees covered by this Agreement. Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in the amount set by the Association and shall reflect only its costs in providing representation services.
- 3.3 The Association shall certify in writing to the County the amount of dues approved by the members of the Association and the amount of payments in lieu of dues. The County agrees it will deduct from each employee's monthly wage an Association member's dues and non-member's payment in lieu of dues. The monthly deduction shall be remitted monthly to the treasurer of the Association.
- 3.4 Any individual objecting to the payment of fair share in lieu of dues on a bona fide religious tenet, or teaching of a church or religious body of which the employee is a member, will inform the County and the Association of the objection. The employee will meet with the Association and establish a mutual, satisfactory arrangement for distribution of a contribution or an amount of money equivalent to the payment in lieu of dues to a non-religious charity. The employee shall furnish written proof monthly to the Association that this has been done.
- 3.5 Any dispute between an employee, the Association or the County concerning the amount of the payments in lieu of dues or a religious objection is not subject to the grievance procedure. Such disputes are solely between the Association and the affected employee and no recourse shall be available through this Agreement. The Association agrees to indemnify, defend and hold the County harmless against claims made or suits begun against the County as a result of the requirements of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The County shall exercise the sole responsibility for management of the County and direction of its work force. To fulfill this responsibility, the rights of the County include but are not limited to: establishing and directing activities of the District Attorney's Office and its employees, determining services to be rendered, standards of service and

methods of operation, including subcontracting for the purpose of covering leaves of absence of bargaining unit members; the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge; to determine job descriptions; to determine work schedules; to establish performance standards, and assign work; and any other management rights except as expressly limited by the terms of this Agreement. The exercise of these rights is also subject to the County's obligation to bargain under the Public Employees Collective Bargaining Act to the extent the exercise of these rights involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

ARTICLE 5 – ASSOCIATION BUSINESS

- 5.1 The County agrees that, when authorized by the County in advance, designated Association representatives may during normal working hours without loss of pay or benefits investigate and adjust grievances; attend meetings with the County representatives pertaining to labor relations; and attend hearings and arbitrations between the Association and the County.
- 5.2 The County shall allow up to two (2) members of the bargaining unit to attend negotiations without loss of pay.

ARTICLE 6 – HOURS OF WORK

- 6.1 Hours of work, within the normal workweek, shall be determined by the District Attorney. The workweek shall consist of seven days commencing at 12:01 a.m. on each Saturday.
- 6.2 Work in excess of fifty (50) hours in a workweek may later be taken as hour for hour compensatory time off. Compensatory time shall be allowed to accumulate to a maximum of forty (40) hours.
- 6.3 In the event that the County assigns an employee the responsibilities of an on-call deputy district attorney, the employee so assigned shall receive as compensation for such assignment \$175 per week. Employees may with approval of the Employer trade such assignments. Assignments to on-call status shall be for a period of seven consecutive days. Assignment of greater than seven days shall result in the compensation provided above for each seven-day period or portion thereof. Any on call

assignments in increments less than or greater than one week will be compensated on a pro-rate basis.

- 6.4 By mutual agreement between an employee and the District Attorney, the work day may be temporarily adjusted within the work week only. The intent of this Section is to cover unexpected or occasional changes in work hours to accommodate either individual employee needs or employer work needs.

ARTICLE 7 – SALARY AND WAGES

7.1 Wages.

Effective the first day of the pay period after July 1, 2014, employee wages will be increased by two and one-half of a percent (2.5 %).

Effective the first day of the pay period after July 1, 2015, employee wages will be increased by two and one-half of a percent (2.5 %).

Effective the first day of the pay period after July 1, 2016, employee wages will be increased by two and one-half percent (2.5%).

7.2 Merit Increase.

(a) Employees receiving a rating of “meets expectations” or better on their annual evaluation shall receive a merit increase to the next highest step on the salary schedule on their anniversary date of hire. Employees at the top step of the salary schedule for their job classification will not receive a merit raise.

(b) The annual evaluation shall be performed in the month preceding the employee's anniversary date.

7.3 Out of Class Pay.

An employee may occasionally or intermittently for short periods of time perform duties that are normal to higher-level classifications. Whenever an employee is assigned to and does perform substantially all the duties of a budgeted position which is in a higher classification for forty (40) or more consecutive hours the employee will be paid for all hours worked at one step higher than the employee's current pay step. This provision does not apply to situations where the employee is working in the higher classification for training purposes.

7.4 Travel Reimbursement.

The County shall reimburse employees for travel and entertainment expenses in accordance with the County's travel and entertainment policy.

ARTICLE 8 – HOLIDAYS

8.1 Holidays. The following shall be recognized as paid holiday:

New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, 2 Floating Personal Holidays and 1 Commissioners' Day. Personal holidays may be used at the discretion of the employee with the consent of his employer, provided, however, an employee must be employed for at least three months before the personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30). If not taken by the end of the fiscal year, the personal holiday is forfeited.

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Furthermore whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

"Commissioners' Day" may be taken as scheduled with the supervisor during the months of November, December and January. Commissioners' Day is lost if not taken prior to January 31. Commissioners' Day has no cash value.

If employees are notified by the District Attorney that they are needed for office coverage for holidays of the Day after Thanksgiving Day or Christmas Eve Day they will be allowed to take the holiday as an additional personal holiday. The personal holidays may be used at the discretion of the employee with the consent of the District Attorney between November 1 and January 31 in the applicable year. Any personal holiday not taken prior to termination or January 31 of the applicable year, whichever first occurs, is lost. Personal holidays have no cash value.

8.2 Holiday Pay. Eligible employees shall receive 8 hours pay for each of the holidays listed on which they perform no work. If any employee is on authorized paid leave, when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bona fide authorized leave with pay an employee, to be eligible for holiday pay, must work his full assigned shifts next preceding and following the holiday.

8.3 Holiday Work. If an employee is authorized to work on any of the following holidays, he/she shall receive hour for hour compensatory time off: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

ARTICLE 9 – FLEXIBLE EARNED TIME (FET)

9.1 FET Credit.

(a) Full time employees shall accrue flexible earned time (FET) as follows:

<u>Months of Service</u>	<u>Hours FET per month</u>
1-12	12.38
13-59	13.71
60-119	15.71
120-179	17.71
180-239	19.71
240+	21.71

(b) Part-time employees covered by this agreement shall accrue FET in proportionate amounts to that earned by full time employees.

(c) Employees' FET entitlement shall be calculated on a calendar month basis. For this purpose only, employees whose anniversary dates are between the first and fifteenth day of a month shall be considered to have been hired on the first day of the month. Employees whose anniversary dates are between the 16th and last day of the month shall be considered to have been hired on the first day of the next month.

9.2 Continuous Service. Continuous service, for the purpose of accumulating FET, shall be service unbroken by separation from employment by the County. Time spent by an employee on a paid leave or job-related illness or injury shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave or layoff.

9.3 Maximum Accumulation. The maximum FET that may be accumulated by an employee is the number of hours equivalent to 24 times the employee's monthly FET accrual rate.

All FET earned in excess of the maximum shall be placed in the Personal Extended Leave (PEL) account.

9.4 Payout of FET.

(a) Upon termination, bargaining unit members shall be compensated for accrued FET in cash at the employee's then-current salary level according to the following schedule:

<u>Months of Service</u>	<u>Percentage of FET Paid Out</u>
0-12	0%
13-60	50%
61-72	55%
73-84	60%
85-96	65%
97-108	70%
109-120	75%
121-132	80%
133-144	85%
145-156	90%
157-168	95%
169+	100%

(b) Upon retirement, as noted in Section 9.4, all FET shall be paid out at 100% current value.

(c) In the event of the employee's death, all FET shall be paid out at 100% of current value to the employee's estate.

9.5 FET Sell-Back.

(a) Employees with up to 14 years service. After completion of one year of continuous service, an employee may elect to sell-back up to one week's pay. The employee must have a remaining FET balance of 80 hours after the sell-back. This option may be exercised once each year. Said request shall be in writing on a County approved form and department head approval shall be required. FET sell-back may not be used in conjunction with any donation of FET. Payment shall be made as part of the regular paycheck.

(b) Employees with 14 or more years of service. An employee with 14 or more years of continuous service with the County may elect to receive up to 2 week's pay in accordance with the terms set forth in subsection (a), above. The employee must have a remaining FET balance of 80 hours after the sell-back.

9.6 Minimum use of FET. Employees must use at least 60 hours of FET per year unless waived by mutual agreement of the employee and department head.

9.7 Uses of FET. FET may be used for vacation, illness (employee or family member residing in house), personal business, or other protected leave. Accrued FET may be taken in units of one-quarter hour or more. Whenever possible, use of FET shall be scheduled in advance.

9.8 Employee Responsibility (FET Bank/Leave without Pay). Employees are required to manage FET leave within their FET allocations except for authorized protected leave or other exigent circumstances. Leave without pay shall be strictly restricted and based on the totality of circumstances and subject to department head approval. Failure to manage FET leave as demonstrated by past use of FET and requests for leave without pay, absent justified circumstances, may be subject to progressive discipline.

9.9 FET Scheduling. Approval of FET requests for vacation purposes is subject to the operational need of the County. Requests for one week or longer should normally be made at least fourteen (14) days in advance. Other requests for a shorter period (less than five (5) days) should normally be made at least twenty-four (24) hours in advance. If an employee has insufficient FET on the books for the request the employer may conditionally approve subject to the employee having sufficient FET at the time of the vacation. Shorter notice does not prevent the employer from approving the leave.

ARTICLE 10 – PERSONAL EXTENDED LEAVE (PEL) AND SHORT-TERM DISABILITY INSURANCE

10.1 Personal Extended Leave (PEL).

(a) All FET accrued in excess of a maximum accrual limits stated in Article 9 shall be placed in the employee's PEL account.

(b) There is no accumulation limit to the PEL account.

10.2 Utilization of PEL.

- (a) Employees suffering an illness or injury in excess of 5 consecutive workdays may draw upon their PEL account after the fifth day. PEL is provided by the County solely in the nature of insurance against an employee's loss of income due to illness or injury. Employees may utilize their PEL when unable to perform their work duties by reason of illness or injury, exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in the employee's immediate household. In such event, the employee shall notify the department head or other supervisor of the reasons for his absence, the nature and expected length thereof, as soon as possible and in no event later than the first half of the first regular work shift unless unable to do so because of the injury or illness. A physician's statement of the nature of the injury or illness, the employee's disability from performing work, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the department head or other supervisor for absences of over three days, prior to the payment of any PEL benefits. A physician's statement may also be required at the option of the department head or other supervisor when an employee has had three or more non-consecutive absences within a given calendar month, prior to the payment of any further PEL benefits for that month, provided that the employee is notified in writing that a physician's statement will be required.
- (b) Notwithstanding subsection (a), an employee with available PEL may exercise a one-time option to sell back up to 40 hours of the PEL per fiscal year. Payment shall be made as part of the regular paycheck. Employees with 800 hours or more of PEL may sell back up to 80 hours of PEL per fiscal year.

10.3 Retirement from Employment. PEL has no cash-out value upon termination except at retirement, layoff as defined in this Agreement, permanent and total disability as a result of a work-related injury, or death of the employee or as provided in Section 9.5.

Sell-Back of PEL Prior to Retirement. In the event of retirement and where the employee has not elected to exercise rights under Section 9.5, the value of the PEL will be placed in a Retirement Health Savings Plan for the benefit of the employee. Maximum payout will be 880 hours of PEL.

Payout at death will be to the employee's estate.

Pay-out of PEL at retirement will be allowed providing the following conditions are satisfied:

- (a) The employee is at least 55 years old; and
- (b) The employee has served as a County employee at least 7 years continuous service immediately prior to retirement; and
- (c) The employee intends to work no more than 20 hours per week at another job.

10.4 Sell-Back of PEL Prior to Retirement.

- (a) An employee who has reached the age of 55 and who has seven (7) or more continuous years of service with Yamhill County, and will limit future employment to a maximum of twenty (20) hours per week, may elect a one-time option to sell back all or part of accrued PEL within the window period described below prior to the date of retirement.
- (b) An employee qualified to sell back PEL under this section must advise the accounting division of his/her intent to sell back PEL no earlier than November 24th and no later than December 23rd in the year prior to the year the employee has given his/her notice of intention to retire. The income earned from the sell back shall be paid in the next regular paycheck due the employee subject to the time needed to process the payroll.
- (c) Any employee who has more than 880 hours of PEL on the books at the time he/she requests this one time sell back of PEL shall forfeit all PEL in excess of 880 hours which is the maximum payout upon retirement.
- (d) If this option is exercised, the employee is responsible for all employee state and federal income, FICA, and Medicare, and any other employee paid taxes imposed on the income earned from the sell back. Persons who elect this sell back feature may utilize the County's deferred compensation program to defer income taxes on their earnings subject to federal deferred compensation limits and the policies of the deferred compensation provider.

ARTICLE 11 – OTHER LEAVES AND ABSENCES

- 11.1 Criteria and Procedure. Leave of absence without pay not to exceed 90 calendar days may be granted upon establishment of reasonable justification in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally such leave will

not be approved for an employee for the purpose of accepting employment outside the service of County. Such leaves may be renewed or extended upon request and in the discretion of the applicable elected official or the governing body having supervision of the employee.

- 11.2 Jury Duty. Employees shall be granted leave for service on a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him for such jury duty. Upon being excused from jury service before the end of their normal shifts, employees shall immediately contact the department head or other supervisor for assignment for the remainder of his regular workday.
- 11.3 Appearances. Leave with pay shall be granted for work related appearances before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. The compensation paid to such employee shall be reduced by an amount equal to any compensation he/she may receive as a witness fee.
- 11.4 Required Court Appearances. Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters. Employees whose normal duties require court appearances shall normally be compensated in the form of compensatory time off.
- 11.5 Family/Medical Leave. Family and/or medical leave shall be granted in accordance with applicable State and Federal law. Employees shall be required to use any accrued vacation, compensatory time, or personal holidays at the beginning of a period of parental leave and at the employee's discretion the employee may use leave.
- 11.6 Educational Leave. After completing one year of continuous service a full time employee, upon written request, may be granted a leave of absence without pay by the County for the purpose of upgrading professional ability through enrollment at an accredited school or course of study. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval of the County. One year leaves of absence, with requested extension, for educational purposes may not be provided more than once in a three-year period.
- 11.7 Conferences. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to

improve or upgrade the employee's skill and professional ability when ordered by the applicable elected official or governing body having supervision of the employee.

Attendance at such conferences shall be subject to budget limitations and all non-budgeted expenses shall require approval by the Board of Commissioners. No employee shall be authorized to attend a school, training or educational program in excess of four weeks unless such employee first agrees in writing to either continue in the active employment of the County for one full year following completion of the program or, if his employment is voluntarily terminated within that year or while in attendance at the program, to reimburse the County for the salary paid to him and benefits earned while attending such program.

11.8 Military Leave. Military leave shall be granted in accordance with State and Federal law.

11.9 Bereavement Leave. The purpose of bereavement leave is to make relevant household arrangements and to attend the funeral. An employee may be granted up to five days paid bereavement leave within a two-week period in the event of death of the employee's fiancé, spouse, same sex domestic partner, parent, child, brother, sister, grandparent, grandchild, stepmother, stepfather, stepchild, and the spouse's same, or any other person residing in the employee's household.

An employee may also be granted paid bereavement leave to attend the funeral of a current fellow employee. Unpaid bereavement leave may be granted in the event of death of a close friend. Time taken off to attend such friend's or fellow employee's funeral may be scheduled in half-day increments and shall be limited to no more than one day.

11.10 Workers Compensation. Any employee who sustains any injury or illness that is compensable under worker's compensation law, in addition to such compensation as may be paid to him/her under the law, shall receive from the County, in lieu of wages, the difference between such compensation payments and the amount of his/her straight time wages less state and federal income taxes and social security contributions for a period not to exceed one hundred eighty (180) calendar days from the date of injury or illness. The employee will also receive all the benefits of a full time employee during these 180 days without reduction. At the end of one hundred eighty (180) days the employee may use accrued PEL and or FET, at the employee's option, to cover the difference between worker's compensation payments and the employee's net pay as determined above.

- 11.11 Donated Leave. The current donation of leave program shall continue, but the employee must have exhausted all leaves before donations can be accepted.

ARTICLE 12 – HEALTH AND WELFARE

- 12.1 Eligible Employees. Full time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the month of employment if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the calendar month following the month after the month of employment.
- 12.2 Part-time Employees. Regular part time employees shall receive the prorated health and welfare benefits, proportionate to that received by full time employees.
- 12.3 Medical / Dental.
- (a) From September 1, 2014 through August 31, 2017, the County shall offer YCDDAA members the same medical and dental plans offered to YCEA bargaining unit members in the same period.
 - (b) Effective September 1, 2014 through August 31, 2015, the County shall pay 99% of the Providence Base plan monthly premium for coverage of full-time employees and their dependents up to \$1,353.24. The employee shall pay 1%. In addition, the County shall permit full-time employees to “buy-up” to a different plan. The County shall contribute \$100 per month toward the cost of the “buy-up” plan. The employee’s share shall be paid by payroll deduction.
 - (c) From September 1, 2015 through August 31, 2016, the County shall pay 99% of the Providence Base plan monthly premium of September 1, 2014 plus up to 5% more than this amount for coverage of full-time employees and their dependents. The employee shall pay 1%. In addition, the County shall permit full-time employees to “buy-up” to a different plan. The County shall contribute \$100 per month toward the cost of the “buy-up” plan. The employee’s share shall be paid by payroll deduction.

- (d) From September 1, 2016 through August 31, 2017, the County shall pay 99% of the Providence Base plan monthly premium of September 1, 2015 plus up to 5% more than this amount for coverage of full-time employees and their dependents. The employee shall pay 1%. In addition, the County shall permit full-time employees to "buy-up" to a different plan. The County shall contribute \$100 per month toward the cost of the "buy-up" plan. The employee's share shall be paid by payroll deduction.
- (e) While this agreement is in effect, the County will provide a Voluntary Employee Beneficiary Association Medical Expense Plan ("VEBA") to be administered by a third party on behalf of those members who select the Providence Base Plan. The County will not provide a VEBA for those members who choose to "buy-up" to the "buy-up" plan. The amount of the VEBA is \$100 per month. The cost of the VEBA is not considered part of the premium for purposes of subsection (e) of this section.
- (f) The maximum monthly premium ("the cap") for the cost of the premium described in subsection (b) of this section is 5% more than the County's share of the monthly premium for September 2013. If the cost of the premium for subsection (c) exceeds the cap, the excess over the cap shall be split 50%-50% by the employee and the County. The employee's share shall be paid by payroll deduction.
- (f) The employee shall have choice of coverage under a given plan within a package and may select the plan at the time of employment or at the annual open enrollment period.

12.4 Short Term Disability. The County will pay the full premiums for short-term disability insurance administered through a private carrier.

12.5 Life Insurance. County shall provide \$6,000 term life insurance for each employee and \$2,000 for each eligible dependent under a plan selected by County. Employees shall designate their beneficiaries. County will provide an option for additional life insurance at the employee's cost.

12.6 Retirement. Employees shall be covered by the applicable retirement system (PERS/OPSRP) and the employer shall "pick up" the six percent (6%) employee contribution as allowed by applicable law.

- 12.7 Deferred Compensation. County shall provide a Deferred Compensation Plan through a financial institution such as Nationwide, ICMA, or other qualified institution.
- 12.8 Early Retirement Benefit. An employee who has served the County for a minimum of 10 years continuous service immediately prior to retirement at or after the age of 58 will be entitled to an early retirement benefit in the form of severance pay in the sum of \$100 for each year of his/her age less than 70.
- 12.9 MCLE. The County will insure that each member of the bargaining unit is offered at no cost to the employee sufficient CLE credits to meet the mandatory requirement of the Oregon State Bar.
- 12.10 Bar Dues. The County shall pay for each member of the bargaining unit the annual dues of the Oregon State Bar, and shall also pay the annual dues charge for up to two sections of the Oregon State Bar, the sections being the employee's own choice.
- 12.11 Continuation of Benefits. Upon termination an employee may continue, at the employee's expense, county benefits as provided by Federal or State law.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

- 13.1 Cause for discipline or discharge: types of discipline; representation rights.
- (a) The County may discipline, discharge, suspend, or reduce the pay of an employee for just cause. Discipline shall normally be progressive. Suspension shall not exceed two weeks. The County may impose sanctions based on the totality of the circumstances and severity of the conduct. Reduction in pay means a lower step on the employee's salary range.
- (b) Employees engaging in behavior that disrupts the orderly, efficient, or safe operation of business or reduces their performance or the performance of co-workers that reasonably might be expected by management may be subject to discipline. Such behaviors may be defined in the employee handbook or by department policy.
- (c) Formal Discipline: Forms of formal discipline include, but are not limited to: letter of reprimand, suspension, reduction in salary, demotion and termination. Discipline will normally be progressive, however any level of discipline may be imposed based on the totality of circumstances and just cause. The County may

terminate, suspend, or reduce the pay of an employee for the following actions which do not require prior discipline: dishonesty, drinking related to employment activity, use or sale of illegal drugs, gross insubordination, conviction of a felony, conviction of a misdemeanor related to work, obtaining leave or benefits under false pretense, deliberate or reckless destruction of the County property, gross misconduct or sexual misconduct in connection with work.

- (d) Informal Discipline: Forms of informal discipline include, but are not limited to counseling, verbal warnings, letters of instruction, and work improvement plans. These forms of informal discipline may serve as evidence for future formal disciplines. Information regarding informal discipline shall be kept in the managers working file. Informal discipline is not subject to the grievance process. If the informal discipline is reduced to writing, the employee may provide a written rebuttal.
- (e) Employees involved in disciplinary actions have the right to Association representation or Association counsel in any meetings with management regarding formal discipline. Other representatives in disciplinary actions are permitted only through the mutual agreement of the County and the Association.

13.2 Definitions. The following definitions shall apply for this Article:

- (a) "Gross insubordination" is the refusal of an employee to obey a lawful order after such order has been communicated both verbally and in writing.
- (b) "Gross misconduct" means any conduct constituting a substantial disregard of the standards of behavior which a reasonable employer has the right to expect. Such conduct may include violation of confidentiality agreements or release of confidential materials contrary to department policy.
- (c) "Sexual misconduct in connection with work" means any conduct constituting sexual harassment under Oregon Administrative Rule 839-005-0030 or any overt sexual activity occurring in the workplace in which the employee is a willing participant.

13.3 Due Process Required Prior to Issuing Letter of Reprimand: Pre-Disciplinary Interview and Notice. Prior to issuing a letter of reprimand, the manager shall discuss the infraction with the employee. Should any part of the interview involve potential criminal conduct, the employee will be given one of the written Garrity warnings provided in a memorandum to this agreement before discussing the infraction with the employee. If in the course of the discussion, the employee believes formal discipline

may result, the employee may request and be granted an Association representative. Following the discussion, the manager will determine whether to proceed with formal discipline. If the manager tentatively elects to issue a letter of reprimand, the manager will so inform the employee. The employee may then request the manager delay issuing the letter of reprimand until the employee prepares a rebuttal. Upon such request, the manager is obligated to refrain from issuing the letter of reprimand for at least one working day or as mutually agreed. A time shall then be set by the manager to receive the employee's rebuttal for consideration before the letter of reprimand is issued. An Association representative may be present when the employee presents the rebuttal to the manager. After considering the rebuttal, the manager will determine whether to issue the letter of reprimand.

13.4 Due Process Required Prior to Issuing Formal Discipline Other Than A Letter of Reprimand: Pre-Disciplinary Interview and Notice. In the event the Employer believes an employee has engaged in conduct that may result in formal discipline other than a letter of reprimand, the following due process will be provided:

- (a) The employee and a member of the Association's executive board, or designee, will be given at least 24 hours advance written notice of intent to interview the employee under investigation for formal disciplinary action. The interview will be termed the "pre-disciplinary interview". The notice will include the nature of the allegations or sufficient information to determine the alleged misconduct, the approximate date of the incident giving rise to the interview, and the employee's right to request an Association representative be present during the interview. If such a request is made, it will not be unreasonably denied.
- (b) Interviews will take place at a County facility, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (c) The Employer shall make a reasonable good faith effort to conduct a pre-disciplinary interview during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
- (d) Employees may be compelled to answer all questions in the pre-disciplinary interview that are reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Should any part of the interview involve potential criminal conduct, the employee will be given one of the written "Garrity" warnings provided in a memorandum to this agreement before interviewing the employee. The Employer may compel the employee to answer questions; however, any responses may not be used in any proceeding other

than the internal investigation unless the employee knowingly provides false statements or information in response to the questions.

- (e) Interviews shall be conducted professionally without intimidation or abuse.
- (f) The employee shall be entitled to such reasonable intermissions as reasonably necessary.
- (g) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts pertaining to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- (h) If the Employer or the Association tape records the interview, all participants will be so notified before the interview begins. A complimentary copy of the complete interview of the employee shall be furnished, upon request, to either party. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the Employer, the employee shall be given a complimentary copy.

13.5 Notice of Possible Formal Discipline: Requirement for Pre-Disciplinary "Loudermill" Meeting for Discipline Exceeding a Letter of Reprimand.

- (a) Notice of Possible Formal Discipline. At the option of the Employer, the Employer may propose a Notice of Possible Formal Discipline to resolve a disciplinary matter by mutual agreement in lieu of the pre-disciplinary "Loudermill" meeting described in subparagraph (c).
- (b) The Notice of Possible Discipline may be offered with or without a pre-disciplinary interview. A Notice of Possible Discipline will describe the facts, alleged misconduct and proposed discipline. The employee may either accept or reject the proposed discipline. If the proposed discipline is accepted, discipline will be imposed in accordance with the notice. If the proposed discipline is rejected, the Employer may proceed to give written notice of a disciplinary "Loudermill" meeting as described in subparagraph (c).
- (c) "Loudermill" meeting. Following the pre-disciplinary interview or Notice of Possible Formal Discipline process described above, if the Employer elects to proceed with formal discipline, the Employer will provide the employee and Association representative with written Notice of Disciplinary Meeting. The notice will include the time and place of the meeting, a summary of the preliminary findings, the

alleged misconduct, and a range of the possible discipline. The parties will attempt to set the meeting by mutual agreement. At the meeting, the employee or the employee's designee will be given the opportunity to provide any explanation desired, including mitigating evidence or circumstances. At any time during or before the Loudermill meeting, the Employer, Association or affected employee may request a collaborative discussion as provided in subparagraph (d) to attempt to resolve the issues leading to the possible discipline. The collaborative discussion will only take place upon mutual agreement of the parties.

(d) The parties by mutual agreement may enter into the collaborative discussion authorized by this section. The parties will set a time frame for completion of the collaborative discussion. The purpose of this discussion is to provide either party the opportunity to provide additional evidence, mitigating or aggravating circumstances related to the potential discipline. The parties agree to maintain an informal setting for the meeting. Either party may record the meeting. The employer may not decide on the final discipline to be imposed until after such meeting. The parties may agree to alternative forms of discipline or other resolution as they deem appropriate. Such solutions shall not constitute a precedent for other disciplinary cases. The collaborative discussion is subject to the following terms:

- i. While the collaborative discussions are taking place, all other contractual time frames in Article 14 shall be frozen.
- ii. The Employer, Association or affected employee may terminate the collaborative discussions at any point. If collaborative discussions are terminated, the time frames in Article 14 resume.
- iii. Where a disciplinary action may result due to a conflict between bargaining unit employees, the manager or supervisor may solicit the assistance of Association in mediating the conflict as an alternative to imposing discipline.

13.6 Imposition of Formal Discipline.

(a) If the Employer determines that discipline is warranted, the Employer will issue written Notice of Discipline to the affected employee. The notice will include a summary of the facts, the policy violations or misconduct determined to have occurred and an explanation of the discipline imposed.

(b) The employee or Association representative, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts

of the matter, witness statements, tape recordings, and any other materials relied upon to impose discipline. The employee shall also be given the names of all witnesses and complainants who provided testimony against him or her and/or whose statements may be used against him or her. These will be provided at no cost to the employee or Association.

- (c) When the Employer issues a letter of reprimand, reduction in pay, suspension without pay or discharge, it must do so within 30 calendar days of the date of the completion of the disciplinary investigation; otherwise the discipline will be disallowed. A copy of the notice of discipline shall be given to the Association and affected employee immediately.
- (d) In no event will an employee be discharged or suffer loss of pay due to disciplinary action until the County has given at least three days (which may be extended by mutual consent of the parties) prior written notice to the employee and Association of the alleged misconduct leading to the discipline.

13.7 Minimum Monitoring Requirements Following Formal Discipline. In the event that the County imposes formal discipline, the discipline will provide for two dates approximately six months and one year in the future to review the progress the employee is making resolving the issues for which discipline was imposed. Nothing shall preclude meetings on a more frequent basis if desired. A brief summary of said meetings will be reduced to writing by management. In the event that the supervisor fails to meet the timeline set for the meeting, the employee or the Association shall have 30 days in which to request the meeting. In the event that the supervisor fails to hold the meeting at the employee's request, the letter of reprimand shall have no further force or effect. The employee shall be given the opportunity to have an Association representative present at said meetings. Timelines begin from imposition of discipline regardless of grievance filing.

13.8 Records.

- (a) An employee subject to discipline shall be given a copy of any disciplinary action entered in his personnel records within five days of such action. Employees may place statements of rebuttal or mitigation in their personnel files.
- (b) Letters of reprimand shall be removed from the personnel file after 12 months, and other formal disciplines after three years. The letter of reprimand shall then go into a confidential file, maintained by the personnel officer and will be effective for the

disciplinary process only if the employee commits the same offense within the next 24 months.

- (c) The contents of the personnel file shall be limited to the employment application, personnel actions, formal disciplines, periodic evaluations, or other records (i.e., certifications, releases of information, work-related training records) as required by law or lawful purpose.

13.9 General.

- (a) The Employer and Association may mutually agree to extend any timelines of this Article.
- (b) Lie Detector Tests: No employee will be directly or indirectly compelled to provide polygraph or voice stress tests in any disciplinary proceeding under Article 13.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Dismissal or Suspension Disputes. Disputes arising from dismissal or suspension of an employee are subject to the grievance and arbitration procedure.

14.2 Timeliness of Grievance. Grievances are defined as alleged violations of this Agreement and must be initiated within twenty-one (21) calendar days of the date the employee knew or should have known of the occurrence. Grievances filed in a timely manner shall be processed according to Section 14.4 of this Article.

14.3 Assignment of a Grievance Step. Upon mutual agreement by the parties to a grievance, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, it may be initiated at the lowest step where successful solution may be reasonably expected.

14.4 Grievance Steps. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

Step 1. Any employee, with notice to the Association; or the Association, on an employee's behalf, may file a grievance in writing with the District Attorney within twenty-one (21) calendar days from the date of the alleged breach of this Agreement as

defined in 14.2 above. The District Attorney shall respond in writing to the grievance within twenty-one (21) calendar days to the employee with a copy to the Association.

Step 2. If the grievance remains unresolved, it shall be appealed to the Board of County Commissioners within seven (7) calendar days after the response required by Step 1 was due. The Board of County Commissioners or designated representative shall respond in writing to the grievance within seven (7) calendar days after receipt of the grievance.

14.5 Grievance Time Limits. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within the applicable number of calendar days of a written decision, it shall be deemed waived.

14.6 Employee Assurance. Employees shall be assured freedom from reprisal for use of the grievance procedure.

14.7 Employee Representation Rights. Employees shall have the right to process grievances with or without representation by the Association. An Association representative shall have the right to be present to hear disposition of the grievance when the employee has not requested the Association's representation.

14.8 Statement of Grievance. All grievances shall be reduced to writing and shall include the facts giving rise to the grievance, the remedy requested and the specific provisions of the Agreement alleged to have been violated.

14.9 Extensions of Time. Time limits specified in this procedure must be observed unless either party requests a specific extension of time which, if agreed to, must be stipulated in writing and shall become part of the grievance record.

14.10 Arbitration of Grievances. Any grievance, having progressed through the steps outlined in this Article, and remaining unresolved, may be submitted by the Association to arbitration for resolution. To be valid, the request for arbitration must be in writing and from the Association and received by the employer within thirty (30) calendar days after receipt of the Board of Commissioners' response.

14.11 Selection of Arbitrator. Should a grievance rise to the level of arbitration, the County or the Association may request from the Employment Relations Board the names of seven (7) qualified arbitrators. The Association and the County will select an arbitrator by alternately striking names. The order of striking names shall be determined by one (1) toss of the coin. One (1) name at a time shall be struck until only one (1) name remains

on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and the arbitration hearing shall commence thereafter.

14.12 Binding Arbitration. The parties agree that the decision or award of the arbitrator shall be final and binding on each party and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any terms of this Agreement, change an existing wage rate, or establish a new wage rate.

14.13 Arbitration Fees and Expenses. The arbitrator's fee and expenses shall be paid by the non-prevailing party. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE 15 – PROBATIONARY PERIOD

15.1 Purpose. The probationary period is an integral part of the employee selection process and provides the COUNTY with the opportunity to upgrade and improve the quality of its service by observing a new employee's work, training and aiding new employees to adjust to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

15.2 Duration. Every new employee hired into the bargaining unit shall serve a probationary period of 6 full months. An employee's initial probationary period may be extended up to 6 additional months by mutual agreement of the Association and the County. In those situations where Association consent is required to extend a probationary period, such consent shall not be unreasonably denied.

ARTICLE 16 – SENIORITY AND LAYOFF

16.1 Seniority. "Seniority" as used in this Article is determined by the length of an employee's continuous service with the County since the employee's last date of hire. "Continuous service" means the period of service with the County unbroken by separation from employment with the County. Time spent by an employee on a paid leave or job-related illness or injury shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as continuous service, but employees returning from unpaid authorized leave and from layoff status shall be entitled to credit for service prior to the leave or lay off.

- 16.2 Promotions. Determinations of individuals to be promoted within the bargaining unit shall be based upon the skills and abilities of the employees involved. Where skills and abilities of two or more employees are equal, the employee with the greater seniority will be promoted.
- 16.3 Layoff. In the event layoffs become necessary, the layoffs shall be by inverse order of seniority.
- 16.4 Recall. Employees shall be recalled from layoff according to seniority in the classification which is re-funded. A laid-off employee shall retain the right to recall for a period of twelve (12) months from the date of layoff. Laid-off employees shall be recalled only by certified or registered mail, addressed to the employee's last address of record with the County, and the employee shall have five (5) days following the first attempt at delivery of such notification in which to inform the County of intent to return to work, and an additional ten (10) days therefrom in which to report to work.

ARTICLE 17 – GENERAL PROVISIONS

- 17.1 The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by the County. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of the County to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with County's prior practice or orders.
- 17.2 Pay Days. Employees shall be paid in accordance with the County's established pay periods.
- 17.3 Copies of Contract. The County agrees to reproduce ten copies of this Agreement to be supplied to the Association.
- 17.4 Copy Machine. The County agrees to allow the Association to use the County copy machine at the same rate charged other non-County authorized users.

ARTICLE 18 – SAVINGS CLAUSE

- 18.1 Savings Clause. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly

specified in the decision, or should any Article, Section or portion thereof of this Agreement be unlawful, unenforceable, or made illegal through state or federal law, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

ARTICLE 19 – DURATION AND RATIFICATION

Unless otherwise stated, this Agreement shall be effective July 1, 2014 to June 30, 2017. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this 4th day of September, 2014.

FOR THE ASSOCIATION

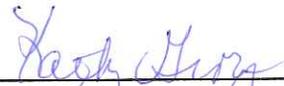


Michael Videtich, YCDDAA President

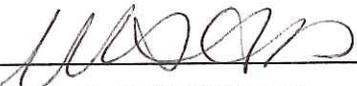
FOR THE YAMHILL COUNTY



Brad Berry, District Attorney



Kathy George, Vice Chair



Mary Starrett, Commissioner



Allen Springer, Chair



Laura Tschabold, County Administrator

Accepted by Yamhill County
Board of Commissioners on
9.4.14 by Board Order
14-546

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YCDDA 27	001	002	003	004	005	006	007	008	
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