

AGREEMENT

between

LANE COUNTY, OREGON

and

THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

AGREEMENT

2021-2024

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between LANE COUNTY, OREGON, hereinafter referred to as the **COUNTY**, and THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION, hereinafter referred to as the **ASSOCIATION**.

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ARTICLE 1

RECOGNITION

For the purposes of collective bargaining with respect to compensation, the **COUNTY** recognizes the **ASSOCIATION** as the exclusive bargaining representative of employees of the Office of the District Attorney in the classifications of Deputy District Attorney 1, 2, 3, and Senior Prosecutor.

ARTICLE 2

WAGES

Section 1 – Salary Range Adjustments

- (A) Effective and retroactive to the first full pay period following July 1, 2021, bargaining unit employees on the payroll will receive a two percent (2.0%) wage increase and the pay ranges shall be changed to reflect the increase.
- (B) Effective the first full pay period following July 1, 2022, bargaining unit employees on the payroll will receive a two percent (2.0%) wage increase and the pay ranges shall be changed to reflect the increase.
- (C) Effective the first full pay period following July 1, 2023, bargaining unit employees on the payroll will receive a two percent (2.0%) wage increase and the pay ranges shall be changed to reflect the increase.
- (D) The **COUNTY** will agree to pay the District Attorney's Office trial team leader positions, in recognition of their duties and responsibilities, an additional three percent (3%) above their base salary placement.
- (E) Effective the first full pay period following July 1, 2022 employees on the payroll on that date will receive a one-time payment of two thousand dollars (\$2,000.00).
- (F) Effective the first full pay period following July 1, 2023 employees on the payroll on that date will receive a one-time payment of one thousand dollars (\$1,000.00).

Section 2 – Steps in Compensation Plan

- (A) The anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a "competent" ("satisfactory") or better rating on their performance evaluation.
- (B) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.
- (C) Effective the first full pay period following July 1, 2021, all employees on the payroll on that date in the Deputy District Attorney 1, 2, 3 and Senior classifications will receive a one percent (1%) market adjustment to the pay scales.

Section 3 – Direct Deposit

- (A) All employees shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self-Service.
- (B) Employees whose payroll is subject to direct deposit may opt to receive a payroll advice comparable to that provided under the status quo.
- (C) Direct deposit may be made to an unlimited number of financial institutions at any one time.
- (D) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 4 – Pager Pay

- (A) Each employee, required by the District Attorney, to be available by pager, shall receive one half ($\frac{1}{2}$) hour pay for each required day.

ARTICLE 3

LEAVE TIME

Section 1 – Time Management

(A) Purpose

It is the purpose of the employee time management program to provide employees with a leave with pay program that is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

This program covers all regular probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency
- (2) Vacation Leave
- (3) Sick Leave (non-occupational illness or injury leave, excluding disability leave)
- (4) Personal Days

(C) Accumulation

Eligible employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos.	(0 to 2 yrs) 28.0 days/yr	8.615 hrs/pay period
25 - 48 mos.	(2 to 4 yrs) 31.0 days/yr	9.538 hrs/pay period
49 -108 mos.	(4 to 9 yrs) 35.0 days/yr	10.769 hrs/pay period
109 - 168 mos.	(9 to 14 yrs) 39.0 days/yr	12.000 hrs/pay period
169 - 228 mos.	(14 to 19 yrs) 43.0 days/yr	13.231 hrs/pay period
229 - 288 mos.	(19 or more) 47.0 days/yr	14.462 hrs/pay period

(D) Part-time employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis, based upon the percent of full-time equivalence authorized for the position.

(E) Existing Vacation

An employee's existing vacation accrual will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one basis.

- (1) After six (6) months of service, upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid out.

(F) Usage

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 3 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

(G) Maximum Accumulation

An employee may accumulate earned leave, including the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.

(K) Conversion

(1) After six (6) months of continuous employment, employees may sell accrued time management hours and vacation hours subject to the following restrictions:

(a) The maximum number of time management hours and vacation hours that can be paid out in a fiscal year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.

(b) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.

(2) Subsection (1) above notwithstanding, during the last three (3) years prior to PERS eligible retirement, employees may sell up to 200 hours per year of their leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

(L) The **COUNTY** agrees that it will not implement involuntary furloughs for **ASSOCIATION** members during this contract period.

Section 2 – Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers' Compensation employees will be paid their regular salary and compensation benefits.

Section 3 – Non-Occupational Disability Leave

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds eighty (80) hours, the **COUNTY** will provide compensated time off at the regular rate of pay for the first two (2) weeks, or any part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any workers compensation benefits for which the employee may be entitled following the eighty (80) hours elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Available time management balances will be used during the first eighty (80) hour period.
- (B) If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for seven (7) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no further elimination period will occur. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, must offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance.
- (C) Once an employee has received benefits under this provision, the employee will not be eligible to use accrued time management again until the employee has returned to work and subsequently suffered another illness or injury.
- (D) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (E) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

Section 4 – Military Leave

- (A) Annual Training Leave

An employee who has been employed by the **COUNTY** for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) days in any training year for annual active duty training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to the position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

(B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the County's Administrative Policy Manual for more information.

Section 6 – County Paid Bereavement Leave

- (A) Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive days) pay, or if out-of-state travel is required, five (5) days' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family is defined for County paid leave purposes as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of "in loco parentis" or any other relative residing in the employee's immediate household and any other relationships as defined in the Administrative Procedures Manual. In order to receive reimbursement leave must be taken within thirty (30) days of death.
- (B) An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement runs consecutively to County paid bereavement leave and is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

ARTICLE 4

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified employees with certain insurance protection and related programs. The costs of such programs for employees will be affordable as defined by federal legislation during the life of this Agreement.

- (A) Employee and dependent health insurance. The following three plans will be offered to the members of the **ASSOCIATION**:
- a. The Co-Pay Plan.
 - b. The High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”) or health reimbursement arrangement under the voluntary employees’ beneficiary association (HRA-VEBA) at the employee’s option.
 - i. For all employees who elect the HDHP plan, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1,500), family (\$3,000), employee + spouse (or domestic partner) (\$3,000) or employee + children (\$3,000) into the employee’s HSA/HRA-VEBA, at the employee’s option, within the first five (5) business days following January 1 for each calendar year.
 - c. The Plus Plan.
- (B) Employee and dependent dental insurance.
- (C) Employee and dependent vision exam plan (included in health insurance).
- (D) Employee term life insurance in the amount of two (2) times annual salary, up to the limits of the plan (\$250,000), and accidental death benefit of an additional two (2) times salary, up to the limits of the plan (\$250,000).
- (E) Employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability up to the limits of the plan. The limits of the plan shall be 66-2/3% of a gross monthly income limit of \$10,000 or (\$6,667 per month).

Section 2 – Health Insurance Plans

- (A) The following health insurance contributions apply:
- (1) Under the Co-Pay Plan, the co-pay for professional services is thirty-five dollars (\$35.00) per co-pay/visit.
 - (2) For employees who elect the HDHP, the employee’s monthly contribution is as follows:
Employee Only = twenty dollars (\$20.00); Employee + Other (Children/Spouse or Domestic Partner/Family) = twenty dollars (\$20.00).

- (3) For employees who elect the Plus Plan, the employee's monthly contribution is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Spouse or Domestic Partner/Family) = fifty dollars (\$50.00).
- (4) For employees who elect the Co-Pay Plan, the employee's monthly contribution is as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Spouse or Domestic Partner/Family) = seventy dollars (\$70.00).
- (5) For all employees paying a contribution to their health insurance who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a "Live Well" credit of twenty dollars (\$20.00) per month.

(B) Opt Out

- (1) The **COUNTY** will offer an "opt out" provision for employees who determine they do not require medical insurance and vision exam coverage through the **COUNTY** plans.
- (2) The employee will receive a monthly amount of three hundred and fifty dollars (\$350.00) in lieu of medical insurance and vision exam coverage.
- (3) The employee will be required to provide proof of other group coverage at the time of the declination of **COUNTY** medical insurance and vision plan, and is required to have continuous group medical coverage.
- (4) Employees who are already covered under **COUNTY** insurance through another eligible participant shall not be eligible for the opt-out provision.

Section 3 – Retirement Plan Enrollment

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- (A) The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's contribution. The **COUNTY** will make the required six (6%) percent contribution for eligible employees. The **COUNTY** will contribute an additional four percent (4%) to the employee's IAP.
- (B) The Social Security System (FICA), for enrollment purposes only.

Section 4 – Retiree Benefits

- (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (C) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS

or Social Security.

- (D) Retired employees eligible for **COUNTY** retiree health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.
- (E) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (F) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

ARTICLE 5

PARKING

After July 1, 2021, there shall be no more than one (1) increase in rates for employee parking until at least July of 2024. Thereafter the **COUNTY** will not initiate increases but may match other increases in the market, while maintaining the employee subsidy at current percentage discount.

ARTICLE 6

DISCRIMINATION

The provisions of this Agreement shall be applied equally to all bargaining unit employees without regard to age, marital status, color, creed, sex, national origin, religion or political affiliation.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1 - Purpose

- (A) The purpose of this procedure is to secure at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- (B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **ASSOCIATION** at any step of the procedure.
- (C) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.
- (D) "Grievance" herein shall be defined as an allegation that a specific provision of this Agreement related to the working conditions and compensation of the employees covered by this Agreement has been violated.
- (E) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable manager/supervisor pending conclusion of the informal attempt. Applicable manager/supervisor shall mean the first step with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

Section 2 - Grievance Steps

- (A) Step 1
 - a. The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the appropriate manager/supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the District Attorney, or designee, within fourteen (14) calendar days of the incident giving rise to the grievance. The notice shall include:
 - i. The employee's name, department, work section, supervisor, manager and **ASSOCIATION** representative;
 - ii. A statement of the grievance and relevant facts;
 - iii. Applicable provisions of the contract; and
 - iv. Remedy sought
 - b. The District Attorney, or designee, shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days
- (B) Step 2
 - a. If the Step 1 response from the **COUNTY** is not acceptable, the **ASSOCIATION** may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employment Relations Board within thirty (30) calendar days of the **COUNTY's** Step 1

response.

Section 3 - Arbitration

- (A) In the event the respective representatives of the **COUNTY** and the **ASSOCIATION** cannot agree to the selection of an arbitrator, final selection shall be accomplished with one party, to be determined by lot, first striking off one (1) of the five (5) names submitted by the State Mediation and the Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of the Agreement, to substitute their judgement for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- (D) The **COUNTY** and the **ASSOCIATION** agree that the loser of the arbitration shall pay the full expenses and Arbitration fees of the arbitrator only; the **COUNTY** and the **ASSOCIATION** shall assume individual liability for the cost of their respective witnesses.
- (E) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

Section 4 - General

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public discourse to the extent allowed by law.
- (C) The **ASSOCIATION** shall designate authorized representatives to investigate and process grievances on behalf of the **ASSOCIATION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular business hours when **COUNTY** facilities are open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **ASSOCIATION** concurrence shall not prejudice any position taken by the **ASSOCIATION** during the grievance proceeding.

Section 5 – Time Limits

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement when practicable shall be reduced to writing and signed by both parties or by mutual consent via email. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall

cause the grievance to become null and void.

ARTICLE 8

TERMINATION

Section 1 – Duration

Unless specifically noted within the contract this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, 2024, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 2024, or if no such notice is given at such time, before June 30 of any subsequent anniversary.

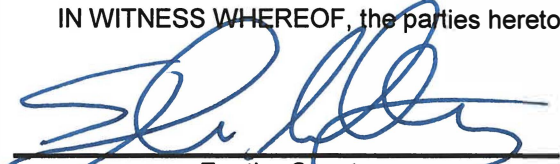
Section 2 – Notice

If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the *Agreement* except by mutual consent.

Section 3 – Representation


The parties agree to limit bargaining team representation to three (3) members each, plus respective spokespersons.

IN WITNESS WHEREOF, the parties hereto set their hands this 31st day of August, 2021.



For the County
Steve Mokrohisky
County Administrator

Date: 9-13-21




For LCPAA
JoAnn Miller
LCPAA President

Date: 9/9/21



For the County
Patty Perlow
Lane County District Attorney

Date: 09/10/2021



For LCPAA
Dan Higgins
LCPAA Vice President

Date: 9/7/21



For the County
Inga Wood
Labor Relations Manager

Date: 9/14/2021

Appendix A

Salary Schedule

Report ID: LPRS010A

Lane County
HUMAN RESOURCES DEPARTMENT
COMPENSATION PLAN EFFECTIVE 07/10/2021
SALARY ADMIN PLAN: PDA
SORTED BY JOBCODE NUMBER

Page No. 1
Run Date 08/31/2021
Run Time 15:40:35

BGU	SAL PLAN	GRADE	*=Jobcode exempted from paid overtime	JOBCODE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
06	PDA	C52		*N4610	Prosecutor, Sr	52.36	55.51	58.65	61.81	64.96	68.13	71.28	74.44
06	PDA	C45		*N4611	Prosecutor, Sr	52.36	55.51	58.65	61.81	64.96	68.13	71.28	74.44
06	PDA	C44		*N4613	Deputy District Attorney 3	47.31	50.18	53.02	55.87	58.73	61.59	64.44	67.29
06	PDA	C43		*N4614	Deputy District Attorney 2	39.47	41.87	44.25	46.62	49.00	51.39	53.75	56.16
06	PDA	C42		*N4615	Deputy District Attorney 1	33.21	35.21	37.21	39.22	41.20	43.21	45.21	47.21