



LANE COUNTY

HUMAN RESOURCES DEPARTMENT / 125 East 8th Ave. / Eugene, OR 97401
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W.I.O.a.

AGENDA COVER MEMO

Memorandum Date: June 3, 2009
Order Date: June 17, 2009

TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: Roland Hoskins, Labor Relations
Greta Utecht, Human Resources

AGENDA ITEM TITLE: IN THE MATTER OF APPROVING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE PROSECUTING ATTORNEYS ASSOCIATION

MOTION

MOVE APPROVAL OF ORDER 09 -- _____ IN THE MATTER OF APPROVING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE PROSECUTING ATTORNEYS ASSOCIATION

I. AGENDA ITEM SUMMARY

The current Agreement between Lane County and the Prosecuting Attorneys Association (PAA) will expire on June 30, 2009.

The Board is being asked to approve the proposed two-year agreement ending June 30, 2011 with PAA, which is included in this packet. Also, a brief summary of the proposed changes is included in this packet.

BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board reviewed various contract issues and authorized the County's bargaining team to enter into negotiations with PAA for compensation changes. The Board established overall goals and objectives for the negotiations. In addition, the negotiations dealt with the current fiscal funding constraints and uncertainties the County is facing.

B. Policy Issues

Like other recent labor negotiations, these emphasized maintaining a competitive position in the market place for positions in the unit while protecting the County's ability to manage the County's cost increases in the face of very uncertain financial forecasts. Currently, almost all of the wages for the job classification covered by this bargaining unit are more than 10% behind market. The County and Union wanted to address this concern with the goal of limiting the impact to the department's budget.

The local and national economy has deteriorated since late 2008 and the County and PAA agreed to begin negotiations and develop an agreement as early as possible to allow the County and the bargaining unit members some certainty regarding future budgets and staffing levels. The negotiations for this proposed contract were short and successful..

C. Board Goals

This proposed contract is aligned with the strategies in the County's Strategic Plan. Section A of the strategic plan addresses strategies associated with Service Improvement and A-2 provides direction for County managers and collective bargaining units to work together to develop solutions that promote flexible classification and compensation systems that do not inhibit excellent service delivery.

D. Financial and/or Resource Considerations

The proposed pay plan changes are dependent on the classification and compensation study that will be completed by Human Resources staff. The parties agreed that the Association will receive a base market adjustment of 5% and then move to a different classification and compensation structure.

The minimum total cost of the tentative 2-year agreement will be approximately \$350,000. However this figure could increase slightly, depending on the implementation of the compensation study.

E. Analysis

The Tentative Agreement is for a two-year contract, July 1, 2009 – June 30, 2011. It includes classification and compensation changes to the previous agreement. A summary list is attached to this memorandum.

General:

Lane County's Prosecuting Attorneys Association moved to the County's standard health insurance plan in 2007 and will continue on that plan for the duration of this proposed contract.

F. Alternatives/Options

1. Approve the proposed agreement.
2. Reject the proposed agreement.

II. TIMING/IMPLEMENTATION

Following Board action, County staff is prepared to implement the approved changes including classification and compensation.

III. RECOMMENDATION

The County bargaining team recommends approval of the Board Order to approve the proposed Agreement.

IV. FOLLOW-UP

After staff has implemented the Agreement, we will work to continue the positive working relationships with PAA representatives and its members.

V. ATTACHMENTS

1. Board Order
2. Summary of proposed changes to the 2009-2011 PAA Bargaining Agreement
3. Proposed 2009-2011 PAA Bargaining Agreement. Copy for public review available at front counter of Board of Commissioners office.

ORDER NO.

) IN THE MATTER OF APPROVING THE
) TENTATIVE AGREEMENT BETWEEN
) LANE COUNTY AND THE
) LANE COUNTY PROSECUTING
) ATTORNEYS ASSOCIATION

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Prosecuting Attorneys Association.

WHEREAS, the agreement is consistent with the guidelines set forth by the Board of County Commissioners.

IT IS NOW HEREBY ORDERED that the attached tentative agreement between Lane County and the Administrative-Professional Association of Lane County Public Works, Inc.

IT IS FURTHER ORDERED that the County Administrator be authorized to execute the revised agreement on behalf of the County.

DATED this ___ day of June 2009.

Pete Sorenson, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM
Date 6/10/09 Lane County
[Signature]
OFFICE OF LEGAL COUNSEL

SUMMARY
Changes to Prosecuting Attorneys Bargaining Agreement
2009-2011

Article X Wages

The COUNTY and UNION agreed that Lane County Human Resources staff will complete a Classification and Compensation study for the positions included in this agreement. The COUNTY and UNION will bargain applicable adjustments with the following implementation guidelines:

- (1) Within 2 (two) months after contract approval, the COUNTY will begin a classification and compensation study for the 7 (seven) different classifications currently represented by the ASSOCIATION.
- (2) The result of the study will be the reduction of the number of classifications to no fewer than 4 (four) and to create a compensation plan with nine steps and with a 50% spread between minimum and maximum steps. Mid-step (Step 5) will be based on average market salaries.
- (3) The COUNTY, DISTRICT ATTORNEY, and ASSOCIATION will jointly develop the nine step classifications, nine step compensation plan for each classification, and implementation of that classification and compensation plan.
- (4) Average market will be determined by surveying comparable agencies, which will be selected by mutual agreement between COUNTY and ASSOCIATION.
- (5) Implementation of the new compensation plan will result in employees being moved up to the step on the new plan that is closest to current salary (as adjusted per Section 1 (A) of this Article) upon their annual merit date.

Article XII Insurance

Maintain Current Health benefits on County's Standard Plan.

Costs

The minimum total cost of the tentative 2-year agreement absent of market adjustments will be approximately \$350,000. However this figure is likely to increase after the phased in implementation of the market study.

Two Year Agreement, ending June 30, 2011.

AGREEMENT

between

LANE COUNTY, OREGON

and

THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

AGREEMENT

20072009- 20092011

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 I

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, 4, and Senior Prosecutor 1, 2, 3 or successor classifications.

ARTICLE II

WAGES

Section 1 – Salary Range Adjustments

(A) Effective the first full pay period following July 1, 2009, the salary ranges shall be as set forth in Schedule A and attached hereto. This represents a (5%) market adjustment to the previous rates.

Section 2 – Classification and Compensation Plan

(A) Within 2 (two) months after contract approval, the COUNTY will begin a classification and compensation study for the 7 (seven) different classifications currently represented by the ASSOCIATION.

(B) The result of the study will be the reduction of the number of classifications to no fewer than 4 (four) and to create a compensation plan with nine steps and with a 50% spread between minimum and maximum steps. Mid-step (Step 5) will be based on average market salaries.

(C) The COUNTY, DISTRICT ATTORNEY, and ASSOCIATION will jointly develop the nine step classifications, nine step compensation plan for each classification, and implementation of that classification and compensation plan.

(D) Average market will be determined by surveying comparable agencies, which will be selected by mutual agreement between COUNTY and ASSOCIATION.

(E) Implementation of the new compensation plan will result in employees being moved up to the step on the new plan that is closest to current salary (as adjusted per Section 1 (A) of this Article) upon their annual merit date.

Section 3 – Steps in Compensation Plan

(A) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the COUNTY. Otherwise, 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.

Section 2 – Direct Deposit

(A) All employees hired after March 1, 2001 shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self-Service.

(B) Employees hired before March 1, 2001 may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.

(C) Employees whose payroll is subject to direct deposit will ~~may opt~~ continue to receive a payroll stub ~~advice~~ comparable to that provided under the status quo.

(D) Direct deposit may be made to a ~~maximum of two (2)~~ an unlimited number of financial institutions at any one time.

- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 3 – Pager Pay

- (A) Each employee, required by the District Attorney, to be available by pager, shall receive ½ hour pay for each required day.

Section 4 – Deferred Compensation

~~(A) Effective the first pay period after July 01, 2007 following ratification by the COUNTY and the implementation period to make the administrative changes required by PERS, the COUNTY will contribute an additional 3% of the employees' PERS/OPSRP subject wage rate to the employees' IAP (PERS) account. The total COUNTY contribution of the employees' IAP following the 3% increase will be 9% of the employees' PERS/ORSP subject wage rate. If the IAP implementation is delayed beyond pay period ending August 10, 2007, the COUNTY would then begin to make the 3% contribution to the employees' Great West Deferred Compensation account until the IAP contribution is implemented.~~

~~(B)(A) Effective the first pay period following July 01, 2008 the COUNTY will contribute an additional 1% of the employees' PERS/OPSRP subject wage rate to the employees' IAP (PERS) account. The total COUNTY contribution to the employees' IAP following the additional 1% increase will be 10% of the employees' PERS/ORSP subject wage rate.~~

~~(C)(B) Employees shall be responsible for opening an account in one of the plans and for assuring that his/her account does not exceed the maximum allowed under IRS rules.~~

ARTICLE III

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 permanent 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 - 12 mos.....	(0 to 1 yr) 25.0 days/yr.....	7.692 hrs/pay period
13-24 mos.....	(1-2 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 in cash 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 in cash.

(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) 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 converted into cash compensation 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 retirement, employees may sell up to 200 hours per year of their annual 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 (2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual 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.

Section 2 – Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers' Compensation, the following shall apply:

- (A) Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.
- (B) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

Section 3 – Disability Leave

- (A) After completion of six (6) months of employment, if an occupational or 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. Only sick leave used during the eighty (80) hour period will be charged against the Employee's accrued time management balance.
- (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 additional time will be charged against the employee's accrued time management leave. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to 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, he/she will not be eligible to use accrued time management again until he/she 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.
- (F) 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) Paid Leave: Paid military leave shall be granted for a period of fifteen (15) days per calendar year, without loss of time, regular leave, or other rights and benefits. Such leave will be granted and compensation based on the employee's regularly scheduled work period. Such leave is not required to be used consecutively and may be used in segments throughout the calendar year. There is no **COUNTY** paid time for Peace Corps Service.

- (B) Unpaid Leave: In addition to the paid time, a member of the National Guard or reserve component of the U.S. Armed Forces shall be entitled to unpaid leave for training or schooling, whether voluntary or required, and for required periods of emergency service if such service extends beyond **COUNTY** paid Military leave of fifteen (15) work days. The employee shall provide a copy of the military orders.
- (C) Use of Accrued Leave: Employees may use accrued time management, vacation, compensatory time, or other appropriate leave during periods of military leave beyond the **COUNTY** paid Military leave of fifteen (15) work days.

ARTICLE IV

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below. Should the costs of such programs increase during the life of this Agreement, or new or if improved benefits are instituted as a result of legislative action, such increases shall be covered by the **COUNTY** whenever such changes become effective.

- (A) Employee and dependent health insurance, with major medical services, or, at the option of the employee, health maintenance plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance.
- (C) Employee term life insurance in the amount of one (1) times annual salary and accidental death benefit of an additional one (1) times salary.
- (D) 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 of \$5,000 or (\$3,334 per month).
- (E) Employee and dependent vision plan.

Section 2 – Health Insurance Plan Design

- (A) Effective August 1, 2007, the following changes will be made to the health insurance plan:
 - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year, per insured, up to a maximum of three (3) per family.
 - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,000 per year, per insured, up to a maximum of three (3) per family.
 - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
 - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY**'s health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment, and Tier 3 drugs will require a \$35 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for one co-payment, and a 90-day supply may be obtained for 2 co-payments.

In the event AFSCME does not agree to similar health/prescription drug coverage for the contract year beginning July 01, 2008, the PAA medical insurance package for that year (the second year of this contract) will revert to the drug formulary and health insurance package the PAA had in place during the 2005-2007 contract period.

The parties agree to participate in discussions concerning possible alternative resolutions if AFSCME does not agree to change medical insurance as described above.

- (B) Further, the Association agrees to maintain an assertive duty to support further plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%).

Section 3 – Insurance Enrollment

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** shall pay the employer's contribution
- (B) Effective with the pay period commencing at 10 p.m. on December 2, 1994, the **COUNTY** agrees to increase each step of the current 1994-95 salary schedule by six percent (6%). From that time forward, the **ASSOCIATION** agrees the employees shall contribute six percent (6%) of salary to PERS. The **COUNTY** shall withhold from salary the employee's PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the **COUNTY** to PERS. For the limited purposes of Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as a pre-tax contribution as the term "pick-up" is used in the Internal Revenue Code.

Effective the first pay period following July 1, 2006, the **COUNTY** will contribute the employee's 6% to the Individual Account Program (IAP).

- (C) 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 V

PARKING

After July 1, ~~2007~~2009, there shall be no more than one increase in rates for employee parking until at least July of ~~2009~~2011. Thereafter the COUNTY will not initiate increases but may match other increases in the market, while maintaining the employee subsidy at current percentage discount.

A Labor/Management task force shall be established to study the feasibility and cost effectiveness of COUNTY provided bus passes for employees, such analysis to include but not be limited to potential revenue from opening up subsidized spaces and possible future loss of parking spaces. The Board of Commissioners shall consider the task force's report but shall be under no obligation to proceed.

ARTICLE VI

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. All references to employees in this Agreement designate both sexes and wherever either gender is used, it shall be construed to include both male and female.

ARTICLE VII

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, ~~2009~~2011, 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, ~~2009~~2011, 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 _____ day of _____, 20072009.

For the County

Date: _____

For LCPAA

Date: _____

For the County District Attorney

Date: _____

For LCPAA

Date: _____

For the County

Date: _____

SCHEDULE A

AGREEMENT

between

LANE COUNTY, OREGON

and

THE LANE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

AGREEMENT

2009- 2011

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 I

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, 4, and Senior Prosecutor 1, 2, 3 or successor classifications.

ARTICLE II

WAGES

Section 1 – Salary Range Adjustments

- (A) Effective the first full pay period following July 1, 2009, the salary ranges shall be as set forth in Schedule A and attached hereto. This represents a (5%) market adjustment to the previous rates.

Section 2 – Classification and Compensation Plan

- (A) Within 2 (two) months after contract approval, the COUNTY will begin a classification and compensation study for the 7 (seven) different classifications currently represented by the ASSOCIATION.
- (B) The result of the study will be the reduction of the number of classifications to no fewer than 4 (four) and to create a compensation plan with nine steps and with a 50% spread between minimum and maximum steps. Mid-step (Step 5) will be based on average market salaries.
- (C) The COUNTY, DISTRICT ATTORNEY, and ASSOCIATION will jointly develop the nine step classifications, nine step compensation plan for each classification, and implementation of that classification and compensation plan.
- (D) Average market will be determined by surveying comparable agencies, which will be selected by mutual agreement between COUNTY and ASSOCIATION.
- (E) Implementation of the new compensation plan will result in employees being moved up to the step on the new plan that is closest to current salary (as adjusted per Section 1 (A) of this Article) upon their annual merit date.

Section 3 – 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.

Section 2 – Direct Deposit

- (A) All employees hired after March 1, 2001 shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self-Service.
- (B) Employees hired before March 1, 2001 may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.
- (C) Employees whose payroll is subject to direct deposit may opt continue to receive a payroll advice comparable to that provided under the status quo.
- (D) Direct deposit may be made to an unlimited number of financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 3 – Pager Pay

- (A) Each employee, required by the District Attorney, to be available by pager, shall receive ½ hour pay for each required day.

Section 4 – Deferred Compensation

- (A) The total COUNTY contribution to the employees' IAP is 10% of the employees' PERS/ORSP subject wage rate.
- (B) Employees shall be responsible for opening an account in one of the plans and for assuring that his/her account does not exceed the maximum allowed under IRS rules.

ARTICLE III

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 permanent 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 in cash 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 in cash.

(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) 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 converted into cash compensation 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 retirement, employees may sell up to 200 hours per year of their annual 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 (2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual 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.

Section 2 – Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers' Compensation, the following shall apply:

- (A) Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.
- (B) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

Section 3 – Disability Leave

- (A) After completion of six (6) months of employment, if an occupational or 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. Only sick leave used during the eighty (80) hour period will be charged against the Employee's accrued time management balance.
- (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 additional time will be charged against the employee's accrued time management leave. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to 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, he/she will not be eligible to use accrued time management again until he/she 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.
- (F) 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) Paid Leave: Paid military leave shall be granted for a period of fifteen (15) days per calendar year, without loss of time, regular leave, or other rights and benefits. Such leave will be granted and compensation based on the employee's regularly scheduled work period. Such leave is not required to be used consecutively and may be used in segments throughout the calendar year. There is no **COUNTY** paid time for Peace Corps Service.

- (B) Unpaid Leave: In addition to the paid time, a member of the National Guard or reserve component of the U.S. Armed Forces shall be entitled to unpaid leave for training or schooling, whether voluntary or required, and for required periods of emergency service if such service extends beyond **COUNTY** paid Military leave of fifteen (15) work days. The employee shall provide a copy of the military orders.

- (C) Use of Accrued Leave: Employees may use accrued time management, vacation, compensatory time, or other appropriate leave during periods of military leave beyond the **COUNTY** paid Military leave of fifteen (15) work days.

ARTICLE IV

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below. Should the costs of such programs increase during the life of this Agreement, or new or if improved benefits are instituted as a result of legislative action, such increases shall be covered by the **COUNTY** whenever such changes become effective.

- (A) Employee and dependent health insurance, with major medical services, or, at the option of the employee, health maintenance plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance.
- (C) Employee term life insurance in the amount of one (1) times annual salary and accidental death benefit of an additional one (1) times salary.
- (D) 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 of \$5,000 or (\$3,334 per month).
- (E) Employee and dependent vision plan.

Section 2 – Health Insurance Plan Design

- (A) Effective August 1, 2007, the following changes will be made to the health insurance plan:
 - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year, per insured, up to a maximum of three (3) per family.
 - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,000 per year, per insured, up to a maximum of three (3) per family.
 - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
 - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY**'s health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment, and Tier 3 drugs will require a \$35 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for one co-payment, and a 90-day supply may be obtained for 2 co-payments.

In the event AFSCME does not agree to similar health/prescription drug coverage for the contract year beginning July 01, 2008, the PAA medical insurance package for that year (the second year of this contract) will revert to the drug formulary and health insurance package the PAA had in place during the 2005-2007 contract period.

The parties agree to participate in discussions concerning possible alternative resolutions if AFSCME does not agree to change medical insurance as described above.

- (B) Further, the Association agrees to maintain an assertive duty to support further plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%).

Section 3 – Insurance Enrollment

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** shall pay the employer's contribution
- (B) Effective with the pay period commencing at 10 p.m. on December 2, 1994, the **COUNTY** agrees to increase each step of the current 1994-95 salary schedule by six percent (6%). From that time forward, the **ASSOCIATION** agrees the employees shall contribute six percent (6%) of salary to PERS. The **COUNTY** shall withhold from salary the employee's PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the **COUNTY** to PERS. For the limited purposes of Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as a pre-tax contribution as the term "pick-up" is used in the Internal Revenue Code.

Effective the first pay period following July 1, 2006, the **COUNTY** will contribute the employee's 6% to the Individual Account Program (IAP).

- (C) 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 V

PARKING

After July 1, 2009, there shall be no more than one increase in rates for employee parking until at least July of 2011. Thereafter the COUNTY will not initiate increases but may match other increases in the market, while maintaining the employee subsidy at current percentage discount.

A Labor/Management task force shall be established to study the feasibility and cost effectiveness of COUNTY provided bus passes for employees, such analysis to include but not be limited to potential revenue from opening up subsidized spaces and possible future loss of parking spaces. The Board of Commissioners shall consider the task force's report but shall be under no obligation to proceed.

ARTICLE VI

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. All references to employees in this Agreement designate both sexes and wherever either gender is used, it shall be construed to include both male and female.

ARTICLE VII

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, 2011, 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, 2011, 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 ____ day of _____, 2009.

For the County

Date: _____

For LCPAA

Date: _____

For the County District Attorney

Date: _____

For LCPAA

Date: _____

For the County

Date: _____

SCHEDULE A