

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KLAMATH COUNTY DISTRICT ATTORNEYS' ASSOCIATION

and

KLAMATH COUNTY

July 1, 2015 through June 30, 2018

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1: RECOGNITION 1

ARTICLE 2: RELATIVE RIGHTS 2

ARTICLE 3: POLICIES AND REGULATIONS 3

ARTICLE 4: COUNTY AND ASSOCIATION SECURITY 4

ARTICLE 5: CHECK-OFF 4

ARTICLE 6: NON-DISCRIMINATION 5

ARTICLE 7: CONTRACT NEGOTIATIONS 5

ARTICLE 8: ASSOCIATION REPRESENTATIVES 5

ARTICLE 9: BULLETIN BOARD 6

ARTICLE 10: SENIORITY AND LAYOFFS 6

ARTICLE 11: WAGES, COMPENSATION, INSURANCE AND BENEFITS 7

ARTICLE 12: GRIEVANCE PROCEDURE 8

ARTICLE 13: DISCIPLINE AND DISCHARGE 9

ARTICLE 14: BAR DUES AND CONTINUING LEGAL EDUCATION EXPENSES 11

ARTICLE 15: SAVINGS CLAUSE 11

ARTICLE 16: TERM OF THE AGREEMENT 12

SIGNATURE PAGE 12

PREAMBLE

THIS AGREEMENT is entered into by the Board of Commissioners for Klamath County, Oregon, (hereinafter referred to as the "County"), and the Klamath County District Attorneys' Association, (hereinafter referred to as the "Association").

The purpose of the Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and to establish a procedure for the resolution of disputes which arise under the Administration of this Agreement. It is understood and agreed that there is a division of responsibility between the County, and the District Attorney in the establishment of wages and benefits and the administration of the District Attorney's Office. This division occurs by operation of the Oregon Revised Statutes and the Constitution of the State of Oregon. Compliance with the following Articles, or portions thereof, is the responsibility of the County or the District Attorney in accordance with their responsibilities and prerogatives under law.

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition. The County recognizes the Association as the exclusive bargaining agent for all regular full-time and regular half-time employees in the District Attorney's Office, except confidential and supervisory employees and employees covered by another collective bargaining unit employed, in the following designated classifications:

Deputy District Attorney I
Deputy District Attorney II
Deputy District Attorney III

All references to employees in this Agreement shall be construed to mean regular full-time and regular part-time employees, and not temporary or seasonal employees. For the purposes of this Agreement, a regular full-time employee is one who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated as a regular full-time position. Such a full-time position will normally be scheduled to work a maximum of 2080 hours per year. A regular part-time employee shall be an employee who is hired into, appointed to, or currently holds a position that is authorized, budgeted, and designated as a regular part-time position. Such a half-time position will normally be scheduled to work a maximum of 1560 hours per year. A temporary employee is an employee hired who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated as a temporary position. Such a temporary position shall be limited to a total of 1040 hours per year, but no more than six (6) months continuous employment per year.

Section 1.2 Changes in Unit. If the duties of any existing classification are changed substantially, or if a new position or classification is added into the bargaining unit, a proposed wage scale shall be assigned to the position, and the County shall forward the new or changed class and proposed wage to the Association for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class. If the parties cannot agree to the wage after negotiations and mediation, the parties shall select an arbitrator from a list secured from the State Employment Relations Board and the matter shall be submitted to binding arbitration.

The County and the Association shall each submit a single wage rate for the newly created position and the arbitrator shall be limited to the selection of either proposed wage rate. Expenses for the arbitrator shall be borne by the losing party, but each party shall be responsible for any other costs it incurs.

Nothing in this Agreement shall be construed to prevent the County from filling the newly created position and paying the proposed wage, subject to adjustment based upon the wage established in accordance with this Section.

ARTICLE 2 - RELATIVE RIGHTS

Section 2.1 Management Rights. The Union recognizes that the District Attorney is an elected, constitutional officer of the State of Oregon; and recognizes the prerogatives of the District Attorney to operate and manage the affairs of the Office of District Attorney in all respects in accordance with the responsibilities and accountabilities of the office, except as otherwise specifically limited by the expressed terms of this agreement. The County and the District Attorney retain all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to the District Attorney's responsibility and right to manage the affairs of the District Attorney's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. The County and the District Attorney shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subjects which was or might have been raised in the course of collective bargaining is closed for the term hereof.

The parties recognize the County and the District Attorney's right to properly determine that Deputy District Attorneys are licensed professionals employed in FLSA-exempt positions and shall be paid on a "salary basis." The parties recognized that the Deputy District Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the District Attorney may determine, and consistent with the ethical obligations of lawyers.

Without limitations, but by way of illustration, the exclusive prerogatives, functions and rights of the District Attorney and the County shall include the following:

1. To determine the services to be rendered to the citizens of the County and in court.
2. To determine and follow the County's and the State of Oregon's financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the District Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
4. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range; the right to layoff, the right to abolish positions or reorganize the department; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies.

5. To determine the need for a reduction or an increase in the work force and to the implement any decision with regard thereto.
6. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, and appearance.
7. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
8. To contract or subcontract work as may be determined appropriate by the District Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting District Attorney, or an Assistant Attorney General.
9. To assign regular hours of work and work locations.
10. To designate and to assign all work duties.
11. To introduce new duties within the unit.
12. To determine the need for and the qualifications of new employees and promotions.

Section 2.2 Employee Rights. The rights of the employees and the Association are limited to those set forth in this Agreement and as otherwise provided by law.

Section 2.3 Responsibilities Conferred by Law. The Association recognizes the District Attorney's and the Commissioners' constitutional and statutory responsibilities provided for under Oregon law. The parties recognize that the responsibilities of the District Attorney for the management of the Office are functions to be exercised exclusively by the District Attorney within the fiscal constraints imposed by the Board.

Section 2.6 Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the County and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the County and the Association resulting from these negotiations.

ARTICLE 3 - POLICIES AND REGULATIONS

Section 3.1 General Orders and Rules and Regulations Provided. The County agrees to provide access to each employee of the bargaining unit a copy of the current Polices, and Rules and Regulations of the District Attorney and revisions thereof. New employees shall be furnished documents as soon as possible after being hired. The District Attorney agrees to negotiate, as required by state law, with the Association concerning the impacts of any change in the policies and rules and regulations of the District Attorney that affects wages, hours and working conditions.

Section 3.2 Compliance. Upon receipt and after review, employees will acknowledge in writing that they have read and understand the policies, rules, regulations and policies of the District Attorney, and that they shall comply with them and with the terms of this Agreement. Employees are responsible for keeping abreast of changes, modifications, additions, and deletions to the rules, regulations,

and policies provided by the District Attorney. Supervisors shall update and keep current the collection of orders, regulations and policies furnished by the District Attorney.

ARTICLE 4 - COUNTY AND ASSOCIATION SECURITY

Section 4.1 No Strike Provision. The Association recognizes the detriment and disservice caused the citizens for which they serve by striking and agrees that during the life of the Agreement, neither the Association nor its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue flu", work slow down, work stoppage, or work speedup for the purpose of inducing, influencing, or coercing a change in the conditions or compensations, or the rights, privileges, or obligations of their employment.

Section 4.2 Picket Lines. The Association and its members, while acting in the course of their employment, shall not honor any picket line.

Section 4.3 Association Cooperation and Control. In the event of a violation of this Article and notification of such by the County, the Association shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Article and that they are to return to normal service immediately. The Association shall take other affirmative steps, as required in good faith cooperation with the District Attorney, to bring about a stoppage of such violation. The District Attorney shall have the right to discipline any member of the Association found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the County's recourse to any other available remedies including an action for injunction or damages. However, this Agreement shall not be construed to create any cause of action against the Association for damages incurred as a result of a violation as a result of this Article.

Section 4.4 No Lock-Out Provision. There will be no lock-out of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 5 - CHECK-OFF

Section 5.1 Dues Deduction. The County, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the Union, will deduct regular Association dues from wages of such employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the 15th day of each month, to be effective on the first day of the following month. The County will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

Section 5.2 In-Lieu-Of-Dues Deductions. The parties recognize that the Association represents every member of the bargaining unit, thereby making each member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee who, thirty (30) days after his date of hire or certification of the Association, is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per bargaining unit member shall be fixed by the Association. Such amount shall be deducted monthly, upon receipt of appropriate authorization, from the compensation of each non-member and remitted monthly in the aggregate to the Association. Such authorized deduction for this fair share contribution is to be considered a condition of continued employment absent action pursuant under Oregon Administrative Rule 115-030-0000.

Section 5.3 Religious Objections. Any individual employee who objects to a payment-in-lieu-of-dues on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall inform the County and the Association of the objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangements for distribution of a contribution of an amount of money equivalent to regular Association membership dues, initiation fees, and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the County that such has been accomplished, as appropriate.

Section 5.4 Indemnification. The Association will indemnify, defend, and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee shall be ordered reimbursed to any non-member, the Association and its members shall be solely responsible for such reimbursement.

ARTICLE 6 - NON-DISCRIMINATION

Section 6.1 Employee Rights. Employees shall have the right to join and participate in the activities of the Association for the purpose of representation in matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Section 6.2 Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to marital status, sex, race, color, religion, national origin, union affiliation, or political affiliation, or disability that is subject to reasonable accommodation. Employee rights and employer duties under this section shall be construed as entirely consistent with Oregon and federal law. An alleged violation of this provision shall be subject to the grievance procedure but shall exclude the arbitration step unless the employee elects the arbitration step and contemporaneously releases the District Attorney and the County from any liability determined by an administrative or judicial tribunal and waives the right to bring discrimination charges in exchange for the right to proceed to arbitration on the discrimination issue, with the acceptance and approval of the County.

ARTICLE 7 - CONTRACT NEGOTIATIONS

Should negotiating sessions with the County be scheduled during duty hours, up to two members of the Association's negotiating team shall be permitted to attend negotiations on duty without loss of pay subject to the bargaining team's primary responsibility to respond to necessary service requirements during bargaining. Employees shall not receive compensation for time spent negotiating outside their scheduled shift. The date, time and place for negotiating sessions shall be established by mutual agreement with the intent to reasonably avoid or minimize paid time for the Association's negotiating team.

ARTICLE 8 - ASSOCIATION REPRESENTATIVES

Section 8.1 Association Activities. The Association will certify its selection of Association representatives, responsible for representation of bargaining unit employees who may represent employees to the District Attorney in writing. Duties performed by Association Representatives except attendance at meetings with the District Attorney, Supervisory personnel, and aggrieved employees arising

out of a grievance already initiated by an employee shall not interfere with the Association Representatives' or other employees' regular work assignments as employees of the County. Except for brief comments or conversations or meetings permitted by this Section, contacts between Association representatives and employees shall be made outside work hours.

Section 8.2 Representation Activities. The Association president or acting representative, in furtherance of working on a contract administration issue may have incidental use of County resources necessary for Association representation (business, telephone, photocopy, facilities or similar resources). The Association shall reimburse the County for long distance calls and copies which are other than incidental at a level established by the public records law in order for the County to recover actual costs. One Association representative at grievance meetings, arbitrations and any other union activity conducted with management shall participate without loss of wages. Arrangements including flexing of shifts shall be made if approved and agreed upon by the District Attorney in advance relating to attendance by any additional representatives.

ARTICLE 9 - BULLETIN BOARD

The County agrees to furnish and maintain a suitable bulletin board. The Association may share adequate space on a larger bulletin board encompassing materials posted by the District Attorney. The Association shall limit its posting of notices and bulletins to such facilities provided in accordance with this Article. The bulletin boards and other facilities shall be kept in an orderly and current condition at all times by the Association.

ARTICLE 10 – SENIORITY AND LAYOFFS

Section 10.1 Seniority Defined. Seniority shall be defined as the employee's uninterrupted length of service with the District Attorney's Office.

Section 10.2 General Lay-Off.

The District Attorney, in the case of lay-off, shall determine the number of lay-offs within each classification. The County shall provide at least thirty (30) days notice of layoff. In the event of a lay-off for any reason, employees within each classification shall be laid off in the inverse order of seniority. Any employee who is to be laid off and has held a non-probationary appointment in another classification may elect to displace the least senior employee in the previous classification who has less seniority. In no event will a non-probationary employee be laid off if there are probationary employees who are being retained.

Section 10.3 Recall. Employees shall be called back from lay-off according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of eighteen (18) months after lay-off. Any employee who is on lay-off status must send the employee's current address so that the County always has the correct address in its file.

Section 10.4 Recall Notice. The County shall notify the laid off employee by certified mail addressed to the last address provided of any opening for which the employee is eligible for recall in his/her prior classification. The employee must respond by certified mail within fifteen (15) calendar days of receipt

of notice as evidenced by the signed receipt (regardless of who signs for the certified mail). Failure to respond or to accept the position offered will result in loss of all recall rights without exception.

ARTICLE 11 – WAGES, COMPENSATION, INSURANCE AND BENEFITS

Section 11.1 Effective July 1, 2015 all employees shall be placed within the applicable pay grade as set forth in Appendix A (DDA 1 at UF30; DDA 2 at UF33; DDA 3 at UF34) and their seniority dates adjusted for future step increases. Eligible employees will move annually in accordance with the steps set forth in Appendix A. Effective July 1, 2016 and July 1, 2017, the wage scale shall be adjusted by the percentage increase provided to the County’s non-represented management employees.

The County agrees to pay sick leave in equal measure to that provided to County non-represented management employees, as well as holiday pay, with the exception of the day after Thanksgiving, which shall be a floating holiday in order to provide court coverage. Both parties agree that the intent is for employees to use a floating holiday on the day after Thanksgiving and for the County offices to be closed; however, if Court coverage is needed and an employee is required to work, the employee will be permitted to utilize the floating holiday on a different day.

The County shall continue to provide retirement benefits under the County’s retirement plan.

The County agrees to maintain a health insurance plan(s) as offered currently through the Oregon Educators Benefit Board pool. The Association elected the tiered premium structure. Effective July 1, 2015, the County will contribute nine-hundred and twenty-five dollars (\$925) towards the cost of medical, dental and vision insurance. Effective July 1, 2016, the County will contribute one-thousand dollars (\$1,000) towards the cost of medical, dental and vision insurance. Effective July 1, 2017, the County will contribute one-thousand fifty dollars (\$1,050) towards the cost of medical, dental and vision insurance.

Section 11.2 Vacation Accrual. Regular employees shall be entitled to earn vacation time. Vacation time shall accrue on a monthly basis and shall vest after successful completion of six (6) months of service. After six (6) calendar months of employment, full-time employees shall be credited with six (6) workdays of vacation leave. Thereafter, vacation shall accrue on a monthly basis according to the following table.

Years of Service	Vacation Hours Per Year	Vacation Hours Per Month
0- 5 Years	96	8
Commencing in 6th year	120	10
Commencing in 10th year	156	13
Commencing in 15th year	180	15
Commencing in 20th year	192	16

Employees shall accumulate no more than two (2) years of vacation accrual at any one time.

Section 11.3 Years of Service. For the purpose of vacation accrual, "years of service" is defined as that service unbroken by separation from County service other than by military, Peace Corps, vacation, sick leave, disability leave or other authorized leave. Employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to and including the leave or lay-off.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Grievance and Grievance Procedure Defined. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or any alleged violation of this Agreement. The following procedure shall be followed to resolve the dispute:

Step 1: Adjustment Meeting. Since it is the wish of both parties to this agreement to settle any alleged grievance in the most expeditious and informal manner possible, a grievant shall take up an alleged grievance with his/her District Attorney or other supervisor within seventy-two (72) hours of the occurrence (or when the grievant should have reasonably been aware of the occurrence) of said grievance. The department head or designee shall adjust the matter or schedule an adjustment meeting within three (3) working days. Settlement in an adjustment meeting shall include the affected employee, the District Attorney or designated supervisor, the Union Steward or Representative, and the Human Resources Director, who shall then attempt to adjust the matter within five (5) calendar days. If the matter has not been resolved and the union has determined that the grievance has merit, a formal grievance will be presented as outlined in Step 2. Oral warnings or Oral reprimands are not considered to be discipline and may not be protested through the grievance procedure. Progressive disciplinary Procedures must be utilized in accordance with Article 14.

Step 2. If the grievance has not been resolved at Step1, the employee, with or without the Association, must submit the grievance or dispute in writing to their immediate supervisor within fifteen (15) calendar days of its occurrence, or knowledge of its occurrence. The grievant shall set forth a clear statement of the facts giving rise to the grievance, the provisions of the Agreement violated, and the remedy sought. The Supervisor shall meet with grievant and Association representation within seven (7) calendar days to discuss the grievance. The Supervisor shall respond in writing to the employee within ten (10) calendar days of the meeting.

Step 3. If the grievance remains unsettled, the employee, with or without the Association, may, within ten (10) calendar days after the reply of the Supervisor is due, submit written notice to the District Attorney that it is advancing the grievance to Step 4. The District Attorney shall respond in writing to the employee and the Association within fifteen (15) calendar days of receipt.

Step 4: If the decision at Step 3 is unacceptable to either party, it may be referred to a Board of Adjustment by written notice served by the moving party within five (5) working days of the decision at Step 3. The Board of Adjustment shall consist of four disinterested members. Disinterested members are defined as individuals who are not related to the grievant, not employed by the Union, not employed in the same department as the grievant, and who have the ability to review the issue in a truly balanced manner, as determined by the County and the Union. The Union shall submit a list of the names of two neutrals. The County shall also submit a list of the names of two neutrals. These neutral parties are defined as individuals who are not related to the grievant, not employed by the Union or County, not employed in the same department as the grievant, and who have the ability to review the issue in a truly balanced manner, as determined by the selecting party. The Board of Adjustment shall conduct such investigation or hearing as is deemed necessary and render a decision within ten (10) days of the formation of the Board of Adjustment

and the presentation of the dispute for its hearing. The majority of the Board of Adjustment shall determine the matter.

The authority of such a Board of Adjustment shall be limited to an interpretation of the relevant provisions of this Agreement as it applies to the case presented; the Board shall not have the authority to modify the agreement. Each member of the Board of Adjustment shall be entitled to one vote.

Step 5. Based on the results of the Board of Adjustment, if the grievance remains unsettled, either party may notify the other in writing of its intent to arbitrate the dispute within fifteen (15) calendar days after the reply of the District Attorney is received by a designated Association Representative.

After notice of arbitration has been submitted, the District Attorney or the Association may singularly or jointly request the State Employment Relations Board for a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternatively striking names. The first strike shall be determined by coin flip and the final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, shall be within the scope and terms of this Agreement, and shall not modify the Agreement. The arbitrator shall be asked to submit the written award within thirty (30) calendar days from the date of the hearing.

Section 12.2 Timeliness and Waiver. Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure to meet filing time limitation on the part of the grievant shall render the grievance moot and it shall be considered waived. If the County fails to answer within the time limits set forth in this Article, the grievant shall automatically proceed to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Association. Any aspect of the grievance process may be modified by mutual consent.

Section 12.3 Suspension and Discharge Grievances. Grievances by a suspended or discharged employee shall commence with Step 2. All other grievances shall commence with Step 1.

Section 12.4 Arbitration Expenses. Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and the hearing room shall be borne by the losing party. The question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) the cost of the arbitration.

Section 12.5 Disclosure of Personnel Records. The Association may request the District Attorney to produce copies of sections of the grievant's personnel file and any other file kept on the affected employee, deemed relevant by the Association to the matter in dispute. Such copy shall be provided within a reasonable time at no cost to the Association.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

A. Formal Disciplinary actions include the following:

1. Oral reprimand,
2. Written reprimand,
3. Suspension,

4. Demotion or Reduction in pay, and
5. Discharge.

Oral reprimands are not subject to the grievance procedure. Written reprimands and performance evaluations which do not result in the denial of a step increase may not be grieved past Step II.

B. The County or the District Attorney may formally discipline, discharge, suspend, demote or reduce the pay of an employee for just cause. For purposes of this Agreement, “just cause” includes, but is not limited to:

1. Violation of state or federal law, or the Klamath County Code;
2. Commission of acts of misfeasance or malfeasance, or of acts that are tantamount to unlawful conduct;
3. Violation of Klamath County Administrative Policy or District Attorney’s Office Departmental Policy;
4. Violation of the Oregon Rules of Professional Conduct, or willful disregard of the ethical, moral or professional standards of the District Attorney’s Office;
5. Failure to meet the job performance standards set by the District Attorney;
6. Willful disregard of the District Attorney’s philosophies and objectives with respect to prosecution of criminal offenses;
7. Violation of confidentiality agreements or release of confidential materials contrary to County or Office policy;
8. Insubordination;
9. The willful giving of false information, or the withholding of information when such information is reasonably requested by the County or the District Attorney in any investigation;
10. Conduct reflecting poor judgment, meaning indifference to, or a failure to recognize the consequences of an act or series of actions, or a failure to act or a series of failures to act, where the employee is conscious of his or her conduct and knew or should have known such conduct would likely result in a violation of the law.
11. Conduct reflecting a discredit upon the County or the District Attorney’s Office, which is a hindrance to the effective performance of the functions of the Office, or which causes an irreparable breach in trust in the employment relationship or otherwise makes a continued employment relationship impossible; or
12. Willful failure to comply with the lawful and ethical directives of the District Attorney or the Chief Deputy District Attorney within thirty (30) days of receiving such a directive.

C. Formal Discipline need not be progressive, but shall be appropriate for the nature and severity of the conduct at issue and given the totality of circumstances involved.

D. Disciplinary suspension of an employee shall not exceed two weeks.

E. The District Attorney shall regularly assess employees based upon their job performance, compliance with the District Attorney’s policies, and willingness to follow the professional and philosophical directives of the District Attorney as they relate to employees’ job performance. Employees shall be given written notice of policies, mission statements, objectives and philosophies, as well as any changes made thereto.

F. Forms of performance management that are not disciplinary include, but are not limited to counseling, verbal coaching, letters of instruction, work improvement plans and regular performance evaluations that do not result in denial of a step increase. These forms of performance management may serve as evidence for

future formal discipline. Except for performance evaluations and work plans that will be placed in the employees' personnel file, information regarding performance management shall be kept in the working file of the District Attorney or Chief Deputy District Attorney. Performance management is not subject to the grievance process.

G. Except for oral reprimands, employees of the bargaining unit have the right to Association representation or Association counsel in any meeting with management regarding formal disciplinary action.

H. For all forms of discipline, either party may request that the proceeding be recorded. The requesting party has the burden to create the recording, and to provide a copy of the recording to the other party.

I. If the District Attorney determines there is just cause for suspension, demotion, reduction in salary or discharge of a member of the bargaining unit, the District Attorney shall deliver to the employee a written notice of such discipline. Such notice shall specify the principal reason for the action. Upon receipt of such written notice, the employee shall be given an opportunity to meet with the District Attorney and respond to the allegations at a pre-disciplinary hearing. Disciplinary action shall not be effective until an opportunity for such a meeting has been given to the employee.

J. If an investigative report is produced as part of an investigation into the conduct of an employee which the County or the District Attorney believe warrants discipline, the employee will be furnished upon request a complete copy of the investigative report prior to any pre-disciplinary hearing, unless prohibited by law.

K. Reasonable efforts should be made to impose discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

L. Probationary employees serve at the discretion of the District Attorney and, as such, are strictly "at-will." For this reason, disciplinary action for probationary employees, including discharge from employment, is not subject to the grievance procedure. A probationary employee is a newly hired deputy district attorney hired to a period of trial service during which the employee's work performance and standing to become a regular employee is evaluated by the District Attorney and the County. Probationary employees shall remain on probationary status until they complete at least twelve (12) full months of continuous employment with the Klamath County District Attorney's Office, measured from the date of hire, and they have received from the District Attorney a written one-year performance evaluation for which the probationary employee is given an overall rating of meets or exceeds standards.

ARTICLE 14 – BAR DUES AND CONTINUING LEGAL EDUCATION EXPENSES

Annual Oregon State Bar dues for Members shall be paid by the County.

The County will pay the reasonable costs of continuing legal education classes, programs or seminars. Such payment is subject to the prior approval of the District Attorney, which approval may be denied at the District Attorney's sole discretion, based on funding availability, relevance to essential job functions, and the business needs of the District Attorney's Office.

ARTICLE 15 - SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific Article, Section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof. The parties agree that the Labor Agreement will not serve to restrict the County’s obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

ARTICLE 16 - TERM OF THE AGREEMENT

This Agreement is effective July 1, 2015 through June 30, 2018. Negotiations shall commence within thirty (30) calendar days after such notice is provided on or before February 1, 2018. The Agreement shall remain in full force and effect during the period of negotiations. If neither party shall give notice as provided above, this Agreement shall remain in effect from year to year. Any specified Article or Articles of this Agreement may be opened for renegotiations by mutual written consent of both parties at any time during the life of the Agreement.

In witness whereof the parties hereto have set their hand this ____ day of July, 2015.

FOR THE COUNTY:

FOR THE ASSOCIATION:

Robert W. Patridge, District Attorney

Jody Vaughn, President

Daneen M. Dail
Human Resources Director

Michael Swanson, Member

KLAMATH COUNTY BOARD OF COMMISSIONERS:

Tom Mallams, Chairman

Jim Bellet, Commissioner

Kelley Minty Morris, Commissioner

Appendix A

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
DDA 1 (UF 30)	\$4,926	\$5,146	\$5,377	\$5,622	\$5,873	\$6,136	\$6,413
DDA 2 (UF 33)	\$5,702	\$5,960	\$6,227	\$6,509	\$6,798	\$7,104	\$7,427
DDA 3 (UF 34)	\$5,989	\$6,258	\$6,537	\$6,833	\$7,138	\$7,463	\$7,797

Employee	Current Position	2014	New/Proposed	2015 (includes 1% COLA)
Becker	UF27/2 – DDA 1	\$4,403	UF30/2 – DDA 1	\$5,146
Forster	UF29/7 – DDA 2	\$6,050	UF34/4 – DDA 3	\$6,833
Kersey	UF29/1 – DDA 2	\$4,644	UF30/3 – DDA 1	\$5,377
Schutt	UF29/5 – DDA 2	\$5,537	UF33/3 – DDA 2	\$6,227
Swanson	UF29/7 – DDA 2	\$6,050	UF34/4 – DDA 3	\$6,833
Vaughn	UF29/7 – DDA 2	\$6,050	UF34/4 – DDA 3	\$6,833