

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DESCHUTES COUNTY

AND

DESCHUTES COUNTY

DISTRICT ATTORNEYS' ASSOCIATION

July 1, 2023 through June 30, 2026





**Collective Bargaining Agreement Between Deschutes County
and Deschutes County District Attorneys' Association**

July 1, 2023 through June 30, 2026

TABLE OF CONTENTS

	<u>PAGE</u>
1. PREAMBLE AND SCOPE	1
2. RECOGNITION	1
3. ASSOCIATION DUES	1
4. REPRESENTED EMPLOYEE RIGHTS	2
5. MANAGEMENT RIGHTS	2
6. NO STRIKES AND NO LOCKOUTS	5
7. ASSOCIATION BUSINESS	5
8. BULLETIN BOARD	6
9. WAGES, COMPENSATION AND BENEFITS	6
10. INSURANCE	8
11. REDUCTION IN WORKFORCE	9
12. GRIEVANCE PROCEDURE	9
13. DISCIPLINE AND DISCHARGE	12
14. BAR DUES AND CONTINUING LEGAL EDUCATION EXPENSES	15
15. SAVINGS CLAUSE	16
16. COMPLETE AGREEMENT	16
17. MATTERS OUTSIDE OF THE AGREEMENT	16
18. DURATION	17
19. APPENDIX A	19
20. APPENDIX B	20

1. PREAMBLE AND SCOPE

- A. This Agreement is entered into by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “County” and the DESCHUTES COUNTY DISTRICT ATTORNEYS’ ASSOCIATION, hereinafter referred to as “Association,” and shall be in effect through June 30, 2026.
- B. This Agreement shall apply only to regular full-time and part-time deputy district attorneys employed in the Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III classifications in the Deschutes County District Attorney’s Office, and excluding volunteers and temporary employees, hereinafter referred to as “Members.”

2. RECOGNITION

Effective July 1, 2023, Members of the Association will be comprised of three deputy district attorney classifications: Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III. The County recognizes the Association as the sole and exclusive representative with respect to wages, hours, and specified conditions of employment for Members.

3. ASSOCIATION DUES

- A. Every employee within the bargaining unit may become a Member of the Association by signing and delivering to the County an authorization allowing the deduction of the Association’s monthly dues from their pay.
- B. The amounts to be deducted pursuant to this Section shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all Members shall be remitted to the Treasurer of the Association by the County not later than the 10th day of the following month after such deductions are made. The amounts to be deducted by the County shall be determined in accordance with the provisions of the Association’s bylaws.
- C. The County agrees to furnish the Association a listing of all bargaining unit employees covered by this Agreement upon request of the Association.

- D. The Association agrees that it will indemnify, defend, and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, involving the application of this Section.

4. REPRESENTED EMPLOYEE RIGHTS

- A. Members shall have the right to form and join the Association, as well as the right to participate in Association activities which relate to matters of “employment relations” as defined in ORS 243.650(7). Members shall also have the right to refuse to join or participate in the activities of the Association. No Member shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the County or the Association because of the exercise of these rights.
- B. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, disability, sexual orientation, Association affiliation, or any other classification protected by Oregon or Federal law, except for bona fide job requirements.

5. MANAGEMENT RIGHTS

- A. The District Attorney and the County each retain all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to their responsibility to manage the affairs of the District Attorney’s Office. 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 its or the District Attorney’s discretion and decision-making with regard thereto. The express provisions of this Agreement constitute the only limitations on the rights of the County and District Attorney to manage the business and affairs of the District Attorney’s Office. The rights of Members are limited to those specifically limited by the terms of this Agreement. Any subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining, except as provided in ORS 243.698, with section (4) of the statute modified by changing the 90-day period to 30 days.

- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District Attorney shall include the following:
1. To determine the services to be rendered by the District Attorney's Office and its employees to the citizens of the County and State of Oregon.
 2. To direct and supervise all operations, functions, and policies of the District Attorney's Office in which Members are employed.
 3. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations. or facilities for budgetary or other reasons.
 4. To determine the need for a reduction or an increase in the workforce.
 5. To determine the method and manner under which a reduction in work force will be performed.
 6. To implement new, and to revise or discard, wholly or in part, old methods, and procedures.
 7. To assign and distribute work.
 8. To assign shifts, workdays, hours of work and work locations.
 9. To designate and to assign all work duties.
 10. To introduce new duties and to revise job descriptions and duties.
 11. To determine the need for new employees, transfers, and promotions.
 12. To determine the qualifications for employees, as well as for transfers and promotions.
 13. To discipline, suspend, demote, or discharge an employee with just cause as defined in Section 13 of this Agreement.

14. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such courses or training for periods to be determined by the District Attorney.
- C. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
1. To fix the budget of the District Attorney's Office and the number of positions and full-time equivalent employees budgeted in the District Attorney's Office.
 2. To implement the District Attorney's decisions with regard to a reduction in force.
 3. To establish, revise and implement standards for hiring, classification and promotion.
 4. To establish, revise and implement levels, grades and standards for monetary and non-monetary compensation and employee benefits.
 5. To establish, revise and implement programs concerning paid and unpaid leave, holidays, and other types of employee leave.
 6. To provide as the County determines necessary, and in its sole discretion, any furnishings, fixtures, and equipment to be used and any matters concerning limitations or conditions for their use.
 7. To maintain order and efficiency in its work sites, facilities, and operations.
 8. To make such reasonable rules and regulations, not in conflict with this Agreement, as the County may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of County facilities, and after advance notice thereof to the Association and Members, and to require compliance therewith by Members.
- D. Any of the rights, powers, authority and function the County and the District Attorney had prior to the negotiation of this Agreement

are retained by the County and the District Attorney and the expressed provisions of this Agreement constitute the only limitations on the rights of the County and the District Attorney to manage the business of the District Attorney's Office. Should the County or the District Attorney not exercise the rights, powers, authority and functions reserved to them, or should they exercise them in a particular way, such conduct shall not be deemed a waiver of said rights, powers, authority and functions by the County or the District Attorney, nor shall such conduct be deemed or considered a waiver of their right to exercise them in some other way not in conflict with a specific provision of this Agreement.

6. NO STRIKES AND NO LOCKOUTS

- A. The Association and Members are prohibited from striking or recognizing the picket line of a labor organization pursuant to ORS 243.736. The Association and Members, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing, or any other restrictions or work at any location. Members, while acting in the course of their employment, shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous.
- B. The County and the District Attorney each agree there will be no lockouts of Members during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately use every good faith effort to secure an orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the provisions of the Agreement.

7. ASSOCIATION BUSINESS

- A. Members elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section. The Association negotiation team shall be

comprised of no more than three (3) Members, who shall be deemed to be negotiating on their own time.

- B. The County shall allow not more than a combined total of fifty (50) hours per fiscal year to the authorized representatives of the Association for the purpose of conducting Association business. Scheduling of time for the Association business shall be by mutual agreement with the Association representative's supervisor and shall be documented on payroll records the same as any other time-off request.
- C. The County shall allow the use of the phones, copier, tape recorders and fax machine located in the District Attorney's Office for Association business. The Association shall reimburse the County for all expenses. The Association will keep track of all expenses incurred on the County's equipment and will submit an accounting, along with full reimbursement for such expenses, within thirty days of incurring the expense.
- D. The Association shall notify the County in writing of its staff representative and its officers. The Association representative may be granted reasonable access to the County's physical work premises during working hours to conduct Association business, but shall observe any and all security regulations of the County and shall not interfere with the normal flow of work.

8. BULLETIN BOARD

The County agrees to maintain a bulletin board to be used by the Association.

9. WAGES, COMPENSATION AND BENEFITS

- A. Wages for employees in the bargaining unit shall be in accordance with the salary schedule found in Appendix A, which is attached hereto and by this reference incorporated herein. Members will move to the pay scale associated with their assigned job classification tier and to the step corresponding to their rate of pay as of July 1, 2023, as shown in Appendix A. Nothing in this paragraph will change the anniversary date for any Member.
- B. Effective July 1 of each year, for fiscal years 23/24, 24/25, and 25/26, the wage schedule shall be amended to reflect a cost-of-living adjustment (COLA) equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index

for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February of the year prior to January of the current year. The CPI% used for each month is the "12-month percent change," meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA for each fiscal year for the duration of this Agreement shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix B shows the calculation methodology for an example period.

- C. For the duration of the contract, the County agrees to provide Members for longevity and time management leave in equal measure to that provided to County non-represented employees.
- D. As permitted by Oregon law, Members may use accrued leave to supplement any payments issued through the Oregon Paid Leave Program to achieve 100% of their average weekly wage while using Oregon Paid Leave benefits.
- E. Deschutes County has historically defined its pay period as the first day of the month through the last day of the same month, with payment for that period made on the last business day of the month. As a result, there has been no lag time to process payroll, but employees were required to project future hours for time-keeping purposes. Effective April 1, 2023, the pay period will change to run from the twenty-second day of the month through the twenty-first day of the following month, with payment of wages for each pay period to be made to Members on the last workday of each month. If the last day of the month falls on a holiday or a weekend, the payday for that pay period will be the last workday preceding the holiday or weekend.

The County shall have the option to make additional changes to the pay period for Members at its discretion, subject to the notification and transition plan as outlined herein. To change the pay period and to pay for actual hours worked, the County may need to implement changes to its policies and/or personnel rules. If a change to policy or personnel rules is reasonably necessary in order for the County to change the pay period, the Association agrees not to demand to bargain these changes. The County will provide employees with at least 90 days' notice before changing the pay period or changing pay to actual hours worked. The County will

also develop a transition plan to assist employees with transitioning to a new pay period. The transition plan will include, at a minimum: providing budgeting classes to employees and allowing employees to sell back additional TML as necessary to make up for a shortened pay period during the transition.

- F. Promotions, reassignments, involuntary demotions, and involuntary reductions in pay for members shall be achieved consistent with Section 9 of the Deschutes County Personnel Rules, except that decisions to promote, reassign, involuntarily demote, or involuntarily reduce the pay of members shall be made by the District Attorney, in their sole discretion, subject to budget approval from the County. Involuntary demotions or reduction in pay are disciplinary actions as defined in Article 13 and, as such, may be grieved pursuant to Article 12.

10. INSURANCE

- A. Members shall be entitled to County health, life, and LTD insurance. The health insurance, which includes medical, dental, orthodontia, vision, and prescription coverage, is currently provided through the self-funded Deschutes County Employee Health Plan.
- B. The Member health insurance premium contribution will be no greater than nine-point five percent (9.5%) of the per FTE cost as calculated by the composite rate for the duration of the contract. If the Board of County Commissioners establishes a monthly premium contribution for non-represented management employees that is less than the above stated maximums, Members will pay the lower rate. In any event, during the term of the Agreement, the Member health insurance premium contribution will not exceed \$190 per month.
- C. Throughout the duration of the contract, the Association will have one (1) Member on the County Employee Benefit Advisory Committee.
- D. Insurance benefits will be provided to Members under the same conditions and/or restrictions as provided to all non-represented County employees. If coverage is adjusted and/or modified for non-represented County management employees, the same will apply to Members.
- E. In addition to health insurance and other insurance, the County will make available to Members a qualified IRS 125 Plan.

- F. The County or Union may reopen Article 10 of the contract by sending a written demand to the other party in the month of January before the health plan year impacted.

11. REDUCTION IN WORKFORCE

- A. In the event a reduction in workforce becomes necessary, the manner and method of the reduction shall be determined by the District Attorney, in his or her sole discretion.
- B. In the event of a reduction in workforce pursuant to this Section 11, the District Attorney and the County agree to make a good faith effort, and when it is feasible to do so, to provide thirty (30) days' advance notice to Members, and the Association of their intent to permanently or temporarily reduce the attorney workforce of the District Attorney's Office as a result of inadequate funding or for operational reasons. The County and the District Attorney will attempt to provide sixty (60) days' advance notice of any such layoff; but the Association, the County, and the District Attorney each recognize that such sixty (60) day advance notice may not be possible.

12. GRIEVANCE PROCEDURE

- A. A grievance is defined as an allegation that a specific provision of this Agreement has been violated.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any Member claiming a breach of any specific provision of this Agreement ("grievant") may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence of the alleged breach. A grievant shall also provide a copy of the written grievance to the Association. The grievance shall, at minimum, specify the article and section of the Agreement alleged to have been violated, provide a recitation of facts the grievant believes demonstrate such violation, and specify the requested remedy. References such as "any other provision of the

Agreement” shall not be considered specific and shall be deemed inadequate to invoke the provisions of this Section. A Member may submit a grievance only on behalf of him/herself and not on behalf of any other Member or group of Members. The Association may file a grievance on behalf of any Member or group of Members. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) days after the grievance is received by the supervisor.

Step II: If, after fourteen (14) days from the date of the delivering of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the District Attorney, along with a written statement as to why the supervisor’s Step I response does not adequately resolve the grievance. The District Attorney shall meet with the grievant, who may request an Association representative at the meeting. The meeting between the District Attorney and the grievant shall be within fourteen (14) days of the District Attorney’s receipt of the written grievance. The District Attorney shall respond to the grievance in writing within fourteen (14) days of such meeting. The Step II grievance shall be limited to facts and evidence provided at Step I, except that evidence that was not discoverable at Step I may be introduced if discovered after the Step I response. If the grievant or the Association intends to introduce such evidence after Step I, the grievant or the Association shall have the burden to establish such evidence was not discoverable at Step I. Any allegation of a breach of this Agreement introduced at Step II that was not presented at Step I shall be considered untimely filed and shall be dismissed without any further recourse for the grievant. Any evidence submitted at Step II in support of an allegation deemed untimely under the preceding sentence shall not be admissible and will not be considered by the District Attorney at Step II.

Step III: If the grievance is not resolved within twenty (20) days from the submission of the grievance to the District Attorney, the Association alone will have fourteen (14) days to serve written notice to the District Attorney and the County of its intent to submit the grievance to final and binding arbitration. The arbitrator’s decision shall be in writing and shall set forth findings of fact, reasoning, and

conclusions of the issues submitted. The arbitrator's review shall be limited to determining if the specific provision(s) of the Agreement which was the basis for the grievance has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any of the terms of the Agreement. Arbitrations shall be conducted in the following manner:

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the parties will request a list of seven (7) arbitrators from the Employment Relations Board. Within five (5) days of the receipt of this list by each party, the parties shall alternately strike names from the list until one name remains. The party striking the first name shall be determined by a coin flip.
 - b. The Step III grievance shall be limited to facts and evidence provided at Step I, except that the evidence that was not discoverable at Step I may be introduced if discovered after the Step I response. If the grievant or the Association intends to introduce such evidence after Step I, the grievant or the Association shall have the burden to establish such evidence was not discoverable at Step I. Any allegation of a breach of an article or section of this agreement introduced at Step III that was not presented at Step I shall be deemed untimely filed and shall be dismissed without any further recourse for the grievant. Any evidence offered at Step III in support of an allegation deemed untimely under the preceding sentence shall not be admissible and will not be considered by the arbitrators at Step III.
 - c. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of presenting its own case to arbitration.
- D. Each party shall be responsible for compensating its own representatives and witnesses at any step of this procedure.
- E. Any time limits specified in the grievance procedure may be waived by express, mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a

waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association.

- F. A grievant exercising their rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- G. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- H. If the parties agree in writing, Steps I, and II, may be waived.
- I. Oral reprimands are not subject to the grievance procedure.
- J. Written reprimands and performance evaluations which do not result in the denial of a step increase may not be grieved past Step II.
- K. The extension of a probationary period shall not be grievable.

13. DISCIPLINE AND DISCHARGE

- A. Formal Disciplinary actions include the following:
 - 1. Oral reprimand;
 - 2. Written reprimand;
 - 3. Suspension;
 - 4. Involuntary demotion or involuntary reduction in pay, and;
 - 5. Discharge.
- B. The County or the District Attorney may formally discipline, discharge, suspend, involuntarily demote, or reduce the pay of a Member 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 Deschutes County Code;
2. Commission of acts of misfeasance or malfeasance, or of acts that are tantamount to unlawful conduct;
3. Violation of Deschutes 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 or County or Office policy, standards, or procedures;
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 a Member shall not exceed two weeks.
- E. The District Attorney shall regularly assess Members 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 Members' job performance. Members 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 Member's 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, Members of the bargaining unit have the right to Association representation or Association counsel in any meeting with management regarding formal disciplinary action.
- H. 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 Member a written notice of such discipline. Such notice shall specify the principal reason for the action. Upon receipt of such written notice, the Member 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 Member.

- I. If an investigative report is produced as part of an investigation into the conduct of a Member which the County or the District Attorney believe warrants discipline, the Member will be furnished upon request a complete copy of the investigative report prior to any pre-disciplinary hearing, unless prohibited by law.
- J. 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.
- K. Probationary Members serve at the discretion of the District Attorney and, as such, are strictly “at-will.” For this reason, disciplinary action for probationary Members, including discharge from employment, is not subject to the grievance procedure. A probationary Member is a newly hired or newly promoted deputy district attorney hired to a period-of-trial service during which the Member’s work performance and standing to become a regular employee is evaluated by the District Attorney and the County. Probationary Members shall remain on probationary status until they complete at least twelve (12) full months of continuous employment with the Deschutes County District Attorney’s Office, measured from the date of hire or promotion, and they have received from the District Attorney a written one-year performance evaluation for which the probationary Member is given an overall rating of meets or exceeds standards.

14. BAR DUES AND CONTINUING LEGAL EDUCATION EXPENSES

- A. Annual Oregon State Bar dues for Members shall be paid by the County.
- B. 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 need of the District Attorney’s Office.
- C. The County will provide professional liability insurance to cover the cost and defense of bar complaints for all bargaining unit members.

15. SAVINGS CLAUSE

In the event any provision of this Agreement is at any time declared invalid by a court of competent jurisdiction or becomes invalid through the operation of government legislation, regulation, or decree, such declaration or effect shall apply only to the specific provision impacted by the declaration, legislation, regulation, or decree, and will not invalidate the entire Agreement or other provisions within the Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid or that become invalid through government legislation, regulation or decree shall remain in full force or effect. To the extent an Article 15 occurrence impacts a mandatory subject of bargaining, and a good faith dispute arises regarding how such impact or impacts should be resolved, the parties agree to engage in expedited bargaining pursuant to ORS 243.698 in order to resolve the dispute.

16. COMPLETE AGREEMENT

The Agreement expressed in this written document is the complete agreement between the parties and, except as provided in Sections 5(D) and 17 of this Agreement, the relations between the parties shall be governed solely by its terms. Any issue not covered by this written Agreement is not a subject of the Agreement, regardless of whether such a subject was a proposal or demand of either party. This Agreement supersedes all previous oral and written agreements either between the County and the Members or the District Attorney and the Members. Except as provided in Sections 5(D) and 17 of this Agreement, no prior agreements, understandings, past practices, existing conditions, or prior benefits shall be controlling or in any way affect the relations between the parties, or the wages, hours, and working conditions of the Members, unless and until such agreements, past practices, existing conditions, or prior benefits shall be reduced to writing and duly executed by all parties to this Agreement.

17. MATTERS OUTSIDE OF THE AGREEMENT

For all matters not covered by this Agreement, the parties will follow County Policies, County Personnel Rules, and the Policies and Rules of the District Attorney's Office, as the County and District Attorney in their sole discretion may amend from time to time and to the extent they are not inconsistent with the terms and conditions of this Agreement. Should the County choose to amend its Policies or Personnel Rules, or should the District Attorney choose to amend the Policies and Rules of the District Attorney's Office, the County and District Attorney agree they will bargain any such changes concerning mandatory subjects of bargaining.

18. DURATION

- A. This Agreement shall remain in full force and effect through June 30, 2026, when it expires at Midnight on that date. After June 30, 2026, this Agreement shall be automatically renewed from year to year, unless either the County or the Association gives written notice to the other not later than May 1 prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement. If the Agreement is automatically renewed pursuant to this paragraph, the status quo will remain until a successor Agreement is executed by the parties.

- B. This Agreement will remain in full force and effect during all periods of negotiations and any impasse.

[SIGNATURE PAGE FOLLOWS]

FOR THE COUNTY

DATED this ____ day of _____,
20__ for the Deschutes County Board of
Commissioners.

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

NICK LELACK, Deschutes County
Administrator

STEPHEN GUNNELS, Deschutes County
District Attorney

ATTEST:

Recording Secretary

FOR THE ASSOCIATION

MICHAEL SWART, President

BRITTANY HAVER, Vice President

BROOKS MCLAIN, Secretary/Treasurer

APPENDIX A

Beginning Wage Scale for Deputy District Attorney I, II, and III Job Classifications

<i>Effective July 1, 2023</i>	1	2	3	4	5	6	7
Deputy District Attorney I	\$38.7107	\$40.6583	\$42.7038	\$44.8522	\$47.2128	\$49.5930	\$52.0929
Deputy District Attorney II	\$52.0929	\$54.7199	\$57.4789	\$60.3768	\$63.4208	\$66.5918	\$69.9206
Deputy District Attorney III	\$54.7199	\$57.4789	\$60.3768	\$63.4208	\$66.5918	\$69.9206	\$73.4166

The wage scale shown above and effective July 1, 2023, will be updated for each fiscal year (23/24, 24/25, and 25/26) during the duration of this Agreement to include the agreed upon cost of living adjustments shown in Article 9, Section B of this Agreement.

APPENDIX B

CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities.

To illustrate the change in CPI methodology starting in FY 23-23, the following table shows the application of the rolling 12-month average look back for 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 data. The 12-month rolling average starts with January and shall include the prior 11 months. The CPI% used for each month is the “12-month percent change,” meaning the month is compared (for the CPI index) to the same month from the previous year. Note: Consistent with prior years, the level of precision of percentage change will be rounded to the nearest tenth of a percentage (i.e., 1.6% not 1.64 % or 1.7% not 1.65%)

FY Data (Budget year)	CPI-12 month rolling average
2016-17 (17/18)	1.0%
2017-18 (18/19)	2.4%
2018-19 (19/20)	2.9%
2019-20 (20/21)	2.6%
2020-21 (21/22)	1.7%

The following calculation illustrates the rolling average calculation for FY 20-21 data (21/22 Budget year) as of January 2021 (the cutoff date used for budgeting). CPI% for 12 months is determined by change in CPI index over 12 months (i.e., Feb 2020 index compared to February 2019 index)

Year	Month	CPI % “12-month percent change”
2020	Feb	2.9%
2020	March	2.5%
2020	April	1.5%
2020	May	0.5%
2020	June	0.8%
2020	July	1.5%
2020	Aug	1.8%
2020	Sept	2.0%
2020	Oct	1.6%
2020	Nov	1.6%
2020	Dec	1.5%
2021	Jan	1.6%
	Total of CPI% over 12 months	19.8%
	Average 12-month CPI percentage (i.e., rolling average)	
	Total divided by 12	1.7%