

FILE NOTE

October 7, 2005

From: D. Williams, Asst. Co. Counsel



Re: LCPOA contract

The purpose of this note is to remind the Board, or ensure Board awareness, of continuation of awkward language in the agreement that must be read in historical context. Article 6.11 says that Corrections Division employees are obligated to attend an "unpaid pre-shift briefing." The employees are required to attend pre-shift briefing, but it is on paid time. We know it is; the union knows it is.

The pre-shift briefing requirement was added to the contract as part of a last-best-offer arbitration award several years ago. It was called "unpaid" in our last-best-offer only in the sense that with the addition of the pre-shift briefing requirement, the employees' normal work day was still less than 8 hours long, so no more pay was provided for including the pre-shift briefing as part of a normal day's work. The choice of language used was poor, but it is there.

After the arbitrator chose our last-best-offer, individual employees, represented by the union's counsel, filed suit in federal court claiming an FLSA violation for requiring "unpaid" work. Our position in court was then, and had been since the language was added to the contract, that the time spent at the pre-shift briefing is work time and is therefore "paid" despite the use of the term "unpaid." The trial court said, correctly, that the issue first had to be addressed through the contract grievance process as an issue of contract interpretation. The union then took the issue to grievance arbitration. The arbitrator agreed with our position, and that effectively killed the claims in the court case. The case never went back to court, but somewhere along the line the footnote to Article 6.11 referring to the court case got inserted into the contract.

We and the union are bound by the grievance arbitrator's decision regarding the intent of the agreement. The language ought to be fixed at a future negotiation. At some point, those of us who remember how this situation came about will die off and somebody who ought to know better may think the time spent at pre-shift briefing is actually unpaid. That would be a violation of both state and federal wage law, and recognition of that fact is the reason the time spent at pre-shift briefing is and has always been treated as "paid" work time.



W. 5. f.

AGENDA COVER MEMORANDUM

AGENDA DATE: October 12, 2005

PRESENTED TO: Board of County Commissioners

PRESENTED BY: Frank Forbes. Labor Relations Manager

AGENDA TITLE: **IN THE MATTER OF RATIFYING THE TENTATIVE AGREEMENT BETWEEN LANE COUNTY AND THE SHERIFF'S OFFICE WITH THE LANE COUNTY PEACE OFFICERS' ASSOCIATION**

I. MOTION

MOVE APPROVAL OF ORDER 05-_____.

II. ISSUE

The current Agreement between Lane County and the Sheriff's Office with the Lane County Peace Officers' Association (LCPOA) expired on June 30, 2005. Should Lane County approve wage, benefit and language changes for the Agreement covering July 1, 2005 - June 30, 2007?

III. DISCUSSION

A. Background

The Board reviewed various contract issues and authorized the County's bargaining team to enter into negotiations for wage, benefit and language changes with LCPOA. The Board and the Sheriff's Office established overall goals and objectives for the negotiations. The negotiations took place over the last several months and a tentative agreement was reached on September 15, 2005. The Association ratified the tentative agreement on September 30, 2005.

B. Analysis

The tentative agreement is for a two year contract, July 1, 2005 - June 30, 2007. It includes wage, benefit and language changes. A detailed summary is attached. The highlights include:

1. A COLA of 2%, effective the first pay period following July 1, 2005.
2. A County contribution of 2% to the employee's deferred compensation account for the rest of 2005 and ending July 1, 2006.
3. The County will pay the 6% employee portion of the IAP (PERS) payment beginning July of 2006.
4. Health insurance changes to help stem cost increases.

Estimated costs and funding: The costs of all the changes for the first year of the agreement are estimated to be \$700,000 and funds are included in the approved budgets of the Sheriff's Office and the Department of Youth Services. The costs for the second year are \$1,340,000 including the repeat costs. The total cost is \$2,040,000. The costs for the second year are slightly higher than the financial plan has allocated and may require some service adjustments. The Agreement improves the County's comparability with other counties' compensation packages for comparable positions.

C. Alternatives/Options

1. Ratify the Agreement
2. Reject the Agreement

D. Recommendation

The County bargaining team recommends approval of the Board Order to ratify the proposed agreement.

IV. IMPLEMENTATION/FOLLOW-UP

County staff is prepared to change the pay plans, calculate and pay the retro-pay, sign-up the employees who do not have a deferred compensation account, make the health insurance changes and implement the language changes.

V. ATTACHMENT

Board Order
Tentative Agreement Summary
Proposed Agreement with LCPOA

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

) **IN THE MATTER OF RATIFYING THE**
) **TENTATIVE AGREEMENT**
) **BETWEEN LANE COUNTY AND THE**
) **LANE COUNTY PEACE OFFICERS'**
) **ASSOCIATION**

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Peace Officers' Association, and

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 Lane County Peace Officers' Association be ratified and

IT IS FURTHER ORDERED that the County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

DATED this ___ day of October, 2005.

Anna Morrison., Chair
Lane County Board of County Commissioners

SUMMARY

Changes to LCPOA Bargaining Agreement

Article 7 Wages

Provides for a 2% COLA effective the first pay period following July 1, 2005, for those employees on the payroll on the date of ratification by the BCC.

Provides for a 2% County contribution to the employee's deferred compensation account, effective the first pay period following ratification by the BCC. Contribution ends July 1, 2006.

Provides for the number of steps for Group Worker to be reduced from 12 to 10, effective the first pay period following ratification by the BCC.

Provides for the County to pick up the employee's 6% IAP contribution, effective the first pay period following July 1, 2006.

Provides for one (1) hour straight time for every day on-call.

Article 8 Insurance

Provides for the annual deductible to increase to \$100 with a maximum of three per family, effective January 1, 2006.

New Article- Defense and Indemnification

Provides for reimbursement for criminal defense under certain circumstances.

Clarifies contract language for several provisions including:

- Exercise equipment
- Bereavement Leave
- Premium Pay
- TM scheduling
- Short -Term Disability

Two Year Agreement, ending June 30, 2007.

**AGREEMENT BETWEEN
LANE COUNTY, OREGON
AND
LANE COUNTY
PEACE OFFICERS' ASSOCIATION
20053-20075**

TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE:

1. Recognition..... 2

 Section 1.1 Recognition..... 2

 Section 1.2 Temporary Employees..... 2

 Section 1.3 Classifications – new/modified..... 2

2. Management Rights..... 3

 Section 2.1 Retention of Rights 3

 Section 2.2 Uniform Application..... 3

 Section 2.3 Contracting Out..... 3

 Section 2.4 Abide by Provisions 4

 Section 2.5 Volunteers..... 4

 Section 2.6 Internal Investigations – Policies/Procedures 4

3. **ASSOCIATION** Rights 5

 Section 3.1 **ASSOCIATION** Activity 5

 Section 3.2 Bulletin Boards..... 5

 Section 3.3 Pay While Negotiating..... 5

 Section 3.4 Reasonable Access 5

 Section 3.5 Leave of Absence 5

 Section 3.6 Employee Information..... 5

 Section 3.7 Protection of Rights..... 6

 Section 3.8 Non-interference 6

 Section 3.9 Non-interference 6

 Section 3.10 Non-discrimination 6

 Section 3.11 Executive Board Meetings 6

 Section 3.12 Personnel Orders..... 6

 Section 3.13 Solicitation Prohibition..... 6

 Section 3.14 Exercise Equipment..... 6

 Rules and Regulations..... 7

 Section 3.15 APM & Lane Manual..... 7

 Section 3.16 Copy of Agreement..... 7

 Section 3.17 Access to Departmental Manuals 7

4. Dues, Deductions and Fair Share..... 8

Section 4.1 Fair Share	8
Section 4.2 Dues In-lieu Payment (Religious).....	8
Section 4.3 Notification	8
Section 4.4 Authorization Form.....	8
Section 4.5 Deductions	8
Section 4.6 Remittance.....	8
Section 4.7 Indemnity	9
5. Labor Management Relationships	10
Section 5.1 Existing Conditions	10
Section 5.2 Change Implementation.....	10
Section 5.3 Safety.....	10
Section 5.4 Labor Management Committee	11
6. Working Conditions.....	12
Section 6.1 Workday/Workweek.....	12
Section 6.2 Employee Work Schedule	12
Section 6.3 Work Schedules.....	12
Section 6.4 Notice of Change	12
Section 6.5 Explanation of Change.....	12
Section 6.6 Abide by Provisions	13
Section 6.7 Shift Bidding.....	13
Section 6.8 Sheriff's Office Recall/Callback.....	14
Section 6.9 Court Appearances.....	15
Section 6.10 Witness Fees	15
Section 6.11 Meal/Rest Periods & Pre-shift Briefings	15
Section 6.12 Meals	15
Section 6.13 Reporting Place	15
Section 6.14 Trading Shift/Schedules/Days Off.....	16
Section 6.15 Long-term Trades	16
Section 6.16 Short-term Trades.....	16
Section 6.17 Submitting Requests.....	16
Section 6.18 Shift Trade Limitations	16
Section 6.19 Overtime waived on Short-Term Trades	16
Section 6.20 Documenting Short-Term Trades	17
Section 6.21 Overtime Restrictions.....	17
Section 6.22 Scheduling Procedure.....	17
Section 6.23 COUNTY Rights.....	17
Section 6.24 Schedule Changes – Good Cause	17
Section 6.25 Temporary Rescheduling.....	17
Section 6.26 Temporary Help	17
Section 6.27 Scheduling Limitations	17
7. Wages and Overtime	18

Section 7.1 Salary/Step Conversion	18
Section 7.2 DPSST Certification	18
Section 7.3 Step Advancement.....	19
Section 7.4 Employee Evaluations	19
Section 7.5 Appropriate Step Placement.....	19
Section 7.6 Overtime	20
Section 7.7 Overtime Compensation	20
Section 7.8 Compensatory Time.....	20
Section 7.9 COUNTY Rights.....	20
Section 7.10 Overtime Compensation Limit.....	20
Section 7.11 Overtime Calculation.....	20
Section 7.12 Rest Period	20
Section 7.13 Shift Completion	20
Section 7.14 Working Out of Class.....	21
Section 7.15 Abide by Provisions	21
Section 7.16 Pay/Benefits – No Reduction	21
Section 7.17 Salary Frozen.....	21
Section 7.18 Flight Pay	21
Section 7.19 FTO Pay.....	21
8. Insurance	22
Section 8.1 Insurance Policies.....	22
Section 8.2 PERS and FICA Enrollment.....	23
Section 8.3 Retirees' Insurance	23
Section 8.4 Disability.....	24
Section 8.5 Subrogation.....	25
9. Time Management.....	27
Section 9.1 Purpose	27
Section 9.2 Eligibility	27
Section 9.3 Accumulation	27
Section 9.4 Part-Time Employees	27
Section 9.5 Existing Vacation	28
Section 9.6 Usage.....	28
Section 9.7 Maximum Accumulation.....	28
Section 9.8 Termination.....	28
Section 9.9 Death	29
Section 9.10 Scheduling	29
Section 9.11 Conversion.....	29
Section 9.12 Substantiation	30
10. Paid Leave	31

Section 10.1 Holidays	31
Section 10.2 Mutually Agreed Scheduling	31
Section 10.3 Maximum Accumulation	31
Section 10.4 Time Management Payoff.....	31
Section 10.5 Bereavement.....	31
Section 10.6 Voting Time.....	32
Section 10.7 Jury Duty.....	32
11. Unpaid Leave.....	33
Section 11.1 Leave of Absence	33
Section 11.2 Without Pay	33
Section 11.3 Proper Approval.....	33
Section 11.4 Maximum Length	33
Section 11.5 Failure to Return	33
Section 11.6 Unexcused Absence.....	33
Section 11.7 Maximum Length – 5 yrs = 1 yr max.....	33
12. Allowances and Equipment.....	35
Section 12.1 Uniforms, Protective Clothing & Tools	35
Section 12.2 COUNTY Rights.....	35
Section 12.3 COUNTY Furnished Equipment.....	35
Section 12.4 Reimbursement for Personal Clothing/Equipment.....	35
Section 12.5 Safety Rights.....	36
Section 12.6 Expense Reimbursement.....	36
Section 12.7 Lodging Receipts	36
Section 12.8 Mileage Reimbursement – Personal Vehicle	36
Section 12.9 Tuition Assistance.....	36
Section 12.10 Parking.....	37
Section 12.11 Training Opportunities.....	37
13. Seniority/Layoff and Recall	38
Section 13.1 Definition.....	38
Section 13.2 Continuous Service.....	38
Section 13.3 Seniority Retention.....	38
Section 13.4 Probationary Completion	38
Section 13.5 Seniority – Promotion, Demotion, etc.	38
Section 13.6 Layoff.....	38
Section 13.7 Bumping.....	39
Section 13.8 Supervisory Non-Bargaining Unit.....	39
Section 13.9 Seniority List	39
Section 13.10 Recall.....	39
Section 13.11 Seniority Protection.....	39
Section 13.12 Recall Rights.....	40

	Section 13.13 Layoff List	40
	Section 13.14 Abide by Provisions	40
	Section 13.15 Seniority by Examination	40
	Section 13.16 Operational Requirements	40
	Section 13.17 Non-discrimination	40
14.	Probation	41
	Section 14.1 Definition.....	41
	Section 14.2 Probationary Rejection.....	41
	Section 14.3 Initial Probationary Period.....	41
	Section 14.4 Transfer Probation	41
	Section 14.5 Performance Issues.....	41
15.	Discipline and Discharge	42
	Section 15.1 Just Cause.....	42
	Section 15.2 Protection from Embarrassment	42
	Section 15.3 Written Notification.....	42
	Section 15.4 Expedited Written Reprimand Process.....	42
	Section 15.5 Internal Investigation Protections.....	43
16.	Personnel Records	44
	Section 16.1 Definition.....	44
	Section 16.2 Private and Confidential.....	44
	Section 16.3 Inclusion of Reprimands	44
	Section 16.4 Written Response	44
	Section 16.5 Evaluation Files.....	44
17.	Grievance Procedure	45
	Section 17.1 Purpose	45
	Section 17.2 Interpretation/Application Disagreement.....	45
	Section 17.3 Date of Occurrence.....	45
	Section 17.4 Information Resolution / Steps.....	45
	Section 17.5 Request for Arbitrator Selection.....	46
	Section 17.6 Arbitrator Limitations	47
	Section 17.7 Decision Deadline	47
	Section 17.8 Arbitrator Cost.....	47
	Section 17.9 Meetings – Informal & Private.....	47
	Section 17.10 Exempt from Public Disclosure	47
	Section 17.11 Authorized Representatives.....	47
	Section 17.12 Regular Hours.....	47
	Section 17.13 Time Limit Extensions.....	47
	Section 17.14 Appeal to Next Higher Step	47

	Section 17.15 Terminated with Signed Statement.....	48
18.	Savings and Funding	49
	Section 18.1 Savings Clause	49
	Section 18.2 Funding.....	49
19.	Term of Agreement.....	50
	Section 19.1 Length of Contract	50
	Section 19.2 Negotiate Modifications.....	50
	Section 19.3 Contract Continuation	50
	Signature Page	51
	Exhibit "A" Salary Plan	52

AGREEMENT
BETWEEN
LANE COUNTY, OREGON
AND
LANE COUNTY PEACE OFFICERS' ASSOCIATION, INC.

PREAMBLE

This *Collective Bargaining Agreement* is entered into by and between Lane County Board of Commissioners jointly with the Lane County Sheriff and the Lane County Board of Commissioners on behalf of the Department of Youth Services, hereinafter referred to as the **COUNTY**, or by individual department as necessary where appropriate and the Lane County Peace Officers' Association, Inc., hereinafter referred to as the **ASSOCIATION**, and constitutes the sole and complete agreement between the parties. The purpose of this *Agreement* is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the County's objective of providing maximized efficiency and services to the public of Lane County.

This *Agreement* is applicable to bargaining unit employees in the unit represented by Lane County Peace Officers' Association, or its designated representative.

It is agreed and understood that this *Agreement* shall be limited and applicable only to bargaining unit employees, and only in connection with the performance of bargaining unit work.

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

ARTICLE 1

RECOGNITION

- 1.1 For the purpose of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the duly elected and certified **ASSOCIATION** as the sole and exclusive representative of all probationary and non-probationary employees in permanent positions and employed in the Department of Public Safety and those employed in the groupworker classifications of the Department of Youth Services, exclusive of persons so employed in a confidential capacity as defined by ORS 243.650(6) or persons in 'a supervisory capacity as defined by ORS 243.650(14)
- 1.2 It is agreed that employees in temporary positions classified as above, which are funded for periods in excess of three (3) months but not more than twelve (12) months in duration shall be considered to be part and parcel of the bargaining unit, provided that such employees shall not be subject to non-probationary status, and may be terminated at the conclusion of such funding, and must reapply and compete for available permanent positions.
- 1.3 Should the **COUNTY** establish a new, or substantially modify an old or existing classification, the following shall apply:
- A. The proposed wage rate shall be established by the **COUNTY**, and written notice given to the **ASSOCIATION** as soon as practical.
 - B. The rate proposed by the **COUNTY** shall be considered acceptable to the **ASSOCIATION** at the end of three (3) calendar weeks from the date of notice above unless the **ASSOCIATION** requests negotiations over the proposed wage rate within that same period.
 - C. If the **COUNTY** and the **ASSOCIATION** do not reach agreement on a permanent wage rate, the **ASSOCIATION** may take the matter to arbitration within three (3) calendar weeks after the last negotiation meeting in subsection (1.3.B) above. Should the **ASSOCIATION** fail to do so, the **COUNTY** shall implement its last offer as the permanent rate for the classification, but in no event shall the permanent rate be lesser than the temporary rate established in subsection (1.3.A) above.
 - D. In the event the **ASSOCIATION** elects to arbitrate the matter, selection of an arbitrator shall be in accordance with ARTICLE 17 herein, and said arbitrator shall determine the appropriate wage rate for the affected classification.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The **COUNTY** retains all rights respecting decisions and actions affecting the operation, efficiency and management of the Department of Public Safety and the Department of Youth Services where not specifically addressed or provided elsewhere in this *Agreement*.
- 2.2 It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees, to increase, to decrease the working force, to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained, to establish, revise and implement safety and health standards, to discontinue all or any part of its operations, to transfer positions from the bargaining unit, to determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications, to adopt and enforce rules, regulations, policies and procedures governing the conduct of its working forces, provided however that such rules, regulations and policies and procedures shall be uniformly and equitably applied and enforced, with respect to all affected employees who are similarly situated; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this *Agreement*.
- 2.3 If the **COUNTY** decides that work should be subcontracted out, it will not do so before the following has been accomplished:
- A. The **COUNTY** will give the **ASSOCIATION** notice in writing 30 days before any intended subcontracting is to go into effect indicating in detail what work it is intending to subcontract out and the reasons therefore.
 - B. If the **ASSOCIATION** is not in agreement with the **COUNTY'S** decision, it must indicate in writing within 10 days after receipt of the **COUNTY'S** notice that it is dissatisfied and wishes to meet and discuss the **COUNTY'S** proposal. Said meeting must take place within seven days of the **ASSOCIATION'S** response.
 - C. If the **ASSOCIATION** does not respond within, the 10-day time frame mentioned above, then the **COUNTY** may implement its proposal if it so desires.

- D. If the **COUNTY** and the **ASSOCIATION** meet in an attempt to reach a resolution on the **COUNTY'S** proposal, it must reach a settlement within 10 days after the first meeting date or the **COUNTY** may elect to submit this matter to arbitration in conformity with Step 4 et seq. of the grievance procedure in Article 17.
 - E. The arbitrator will base his or her decision on the following analysis of this matter with a balancing of 1) the merits of the **COUNTY'S** justification for subcontracting in which the arbitrator will consider both the economies to be achieved from the proposal and needs of the local government against 2) the effect on the bargaining unit employees from the **COUNTY'S** proposal.
- 2.4 The **COUNTY** shall not exercise its rights set forth above for the purpose of avoiding the terms of this *Agreement*.
- 2.5 The **COUNTY** may utilize volunteers, including reserves, special deputies, posse, members, explorers and other volunteers to help assist the **COUNTY** conduct the **COUNTY** business as long as such use does not take away compensated opportunities for bargaining unit members. Consistent with the foregoing, in cases where sheriff's office employees do not volunteer to work overtime, the **COUNTY** may utilize individuals outside the bargaining unit.
- 2.6 The **COUNTY** may change its internal investigations policies and procedures without first bargaining with the **ASSOCIATION**.

ARTICLE 3

ASSOCIATION RIGHTS

ASSOCIATION Activity

- 3.1 The **ASSOCIATION** or its representatives shall have the right to conduct official **ASSOCIATION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave his or her station without supervisory approval. **ASSOCIATION** Representatives may investigate potential grievances, try to resolve grievances, investigate potential changes in past practice and represent **ASSOCIATION** members throughout the disciplinary procedure without loss of pay or benefits.
- 3.2 The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **ASSOCIATION** may at its expense install glass locking bulletin boards.
- 3.3 Employee members of the **ASSOCIATION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **ASSOCIATION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to six (6) such employees on duty shall participate subject to reasonable operating needs of the **COUNTY**. No more than one (1) of these shall be from Youth Services.
- 3.4 The **COUNTY** agrees that accredited representatives of the **ASSOCIATION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this *Agreement* is being observed. **ASSOCIATION** representatives shall first report their presence and intentions to the on duty supervisor or designee and shall conduct their activities in a manner which avoids loss of time or disruption of operations.
- 3.5 An employee, but not more than two (2) at any one time, nor more than one (1) from any division who accepts an official position with the **ASSOCIATION** shall be granted a leave of absence without pay not to exceed six (6) months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of his or her intent to return to work thirty (30) days in advance, and provided further that said employee is still qualified to perform the applicable job duties. In addition, the **COUNTY** will provide for up to 200 hours per year for **ASSOCIATION** representatives to perform **ASSOCIATION** work such as grievance meetings, investigations, and association meetings. The **ASSOCIATION** will reimburse the **COUNTY** for the hours used, including base wages and benefits.

- 3.6 The **COUNTY** agrees to furnish the **ASSOCIATION**, in response to reasonable written requests from time to time, information pertaining to employees covered by this *Agreement*, which is readily and reasonably available to **COUNTY** administration in the regular course of business. The **ASSOCIATION** shall not pay a fee any greater than is charged the general public for gathering, duplicating, and distributing requested information, but may have an opportunity to review the materials prior to ordering copies. However, the **ASSOCIATION** will be charged for information, which must be compiled by the **COUNTY**.
- 3.7 **COUNTY** employees have the right to voluntarily join and participate in the activities of the **ASSOCIATION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations.
- 3.8 The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in this *Agreement*.
- 3.9 The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **ASSOCIATION** or any successor employee organization.
- 3.10 The parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **ASSOCIATION**.
- 3.11 The **COUNTY** agrees that where, in the judgment of the **COUNTY** its operations will not be seriously disrupted, it will allow the **ASSOCIATION** Executive Board members, but not more than two (2) per division, to attend Executive Board meetings after 5:00 p.m., without pay.
- 3.12 The **COUNTY** agrees to provide the **ASSOCIATION** with a copy of all personnel orders pertaining to bargaining unit members, on the date the orders are issued, unless the employee requests otherwise.
- 3.13 **ASSOCIATION** members, **ASSOCIATION** representatives or affiliates are prohibited from using or inferring that they are representing the **COUNTY**, or any subdivision or combination thereof, when soliciting funds, selling a product or service, either directly or indirectly, that is **ASSOCIATION** sponsored with funds all or in part going to the **ASSOCIATION**. Nothing in this section prohibits the **ASSOCIATION** from identifying itself as the Lane County Peace Officers Association.
- 3.14 3.14—The **COUNTY** and the **ASSOCIATION** have agreed to contract with Courtsports Fitness Facility for bargaining unit member usage, The **ASSOCIATION** will contribute \$300 per month for the use of this facility and the Sheriff's Office shall pay the remainder of all related dues. The Department of Youth Services shall

provide an exercise room for use by Groupworkers and other authorized individuals. Youth services will be responsible for the equipment and its maintenance.

If at any time either party decides not to continue the arrangement with Courtsport, the parties shall revert to the provision requiring a work-out facility within the Sheriff's Department. shall provide space to LCPOA in the main Sheriff's Department; and the Department of Youth Services John Serbu Youth Campus for the purpose of installing exercise equipment. All such equipment shall be purchased and maintained in a safe operational condition by LCPOA and the cleanliness of the room shall be the responsibility of LCPOA. The COUNTY shall continue to provide maintenance to the facility and the Sheriff's office management and supervisory personnel shall have full access and use of the facilities and equipment. There shall be no cost to the COUNTY pursuant to the implementation of this provision except for the ongoing maintenance costs of the facilities.

Rules and Regulations

- 3.15 The **COUNTY** agrees to furnish to the **ASSOCIATION** at no cost a copy of all regulations issued, the *Administrative Procedures Manual*, and classification specifications, including amendments and additions as they are made, and the **ASSOCIATION** will pay for initial copies of the *Lane Code* and the *Lane Manual* if they elect to obtain such copies.
- 3.16 The **COUNTY** agrees to distribute to each employee a copy of this *Agreement*. The **ASSOCIATION** shall provide those copies to **COUNTY**.
- 3.17 The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.

ARTICLE 4

DUES, DEDUCTIONS AND FAIR SHARE

- 4.1 It shall be a condition of employment that all bargaining unit employees covered by this *Agreement* shall, on the thirty-first day following employment, either become members of the **ASSOCIATION**, or shall pay an amount of fair share in lieu of monthly **ASSOCIATION** dues to the **ASSOCIATION** except as expressly modified in paragraph 4.2 below.
- 4.2 In order to safeguard the rights of non-**ASSOCIATION** or bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the **ASSOCIATION**, or making an in-lieu-of dues payment to the **ASSOCIATION**, or paying an amount of money equivalent to regular **ASSOCIATION** dues to a non-religious charity. In the event such employee elects to make payment to a non-religious charity, such employee may be requested by the **ASSOCIATION** to substantiate such payment and reasons therefore.
- 4.3 The **ASSOCIATION** shall notify the **COUNTY** of the current rate of dues and fair share in-lieu-of fees in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below. The **COUNTY** will notify the **ASSOCIATION** of new hires, promotions out of the bargaining unit, promotions within the bargaining unit, and terminations in a timely manner.
- 4.4 Each employee, within thirty (30) days of employment, shall sign an individual authorization form indicating whether the employee elects to pay dues or in-lieu-of dues. Such form shall be provided by the **ASSOCIATION** and shall be completed in triplicate with the original being sent to **COUNTY** Central Payroll, one copy to be retained by the Department and the third being provided to the **ASSOCIATION** along with the monthly itemized statement.
- 4.5 Pursuant to Sections 4.1 and 4.2 above, the **COUNTY** shall deduct from the paycheck for the second' pay period of each month of all employees in the bargaining unit the specified amount for the payment of **ASSOCIATION** membership or payment in-lieu-of dues, to the **ASSOCIATION**.

The **ASSOCIATION** will provide the **COUNTY** a minimum of 60 days notice for a change in the percentage amount to be deducted.

- 4.6 The **COUNTY** agrees to remit the aggregate deductions together with an itemized statement to the **ASSOCIATION**, by the first day of the succeeding month after such deductions are made.

4.7 The **ASSOCIATION** agrees that it will indemnify and save the **COUNTY** harmless from all suits, actions, and claims against the **COUNTY** of persons acting on behalf of the **COUNTY** arising out of the **COUNTY'S** faithful compliance with the terms of this article, provided the **COUNTY** notifies LCPOA in writing of such claim and tenders the defense to LCPOA.

ARTICLE 5

LABOR MANAGEMENT RELATIONSHIPS

Existing Conditions

- 5.1 Except as provided for in section 5.2 below, all employment relations as defined by ORS 243.650(7) not specifically mentioned in this *Agreement* shall be maintained at not less than the level in effect at the time of the signing of this *Agreement*.
- 5.2 If the **COUNTY** proposes to implement a change in matters within the scope of representation as defined by ORS 243.650(7) and not specifically mentioned in this *Agreement* that would result in more than a de minimus effect on the bargaining unit, the **COUNTY** will notify the **ASSOCIATION** in writing prior to implementing the proposed change. Upon timely request of the **ASSOCIATION** (within fourteen (14) days), the following shall apply:
- A. The **COUNTY** will provide the **ASSOCIATION** with all records about its plan that are relevant to the proposed plan as required by law.
 - B. The **COUNTY** will notify the **ASSOCIATION** that it will implement the plan after forty-five (45) days unless the **ASSOCIATION** demands to bargain.
 - C. The **COUNTY** will, upon demand by the **ASSOCIATION**, meet in good faith as often as the **ASSOCIATION** believes is necessary to discuss the **COUNTY'S** plan up until the end of the forty-five (45) day period, subject to the normal business needs of the **COUNTY**.
 - D. If the **COUNTY** and the **ASSOCIATION** do not reach an agreement on the issue at hand, the **ASSOCIATION** may take the matter to final offer arbitration not less than ten (10) days nor more than thirty (30) days after the first negotiations meeting. Should the **ASSOCIATION** fail to do so, the **COUNTY** may, at its sole discretion, implement all or part of any plan that was presented to the **ASSOCIATION**.
 - E. Should the matter be submitted to arbitration pursuant to this provision, the authority of the arbitration shall be limited to the sole questions as to which party's offer is most appropriate to the issue at hand. The most appropriate offer as determined by the arbitration shall be implemented.

SAFETY

- 5.3 The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **ASSOCIATION** recognizes an

obligation on behalf of employees to conform to established safety rules and regulations, and that failure to conform to such rules and regulations may result in disciplinary action up to and including discharge.

COUNTY- ASSOCIATION Meetings

5.4 LABOR/MANAGEMENT COMMITTEE

The **COUNTY** and the **ASSOCIATION** shall form a joint labor/management committee, which will meet at least on a monthly basis to discuss issues of concern to either party. Both the **ASSOCIATION** and the **COUNTY** will send someone to represent their interests who are empowered to resolve the issue.

ARTICLE 6

WORKING CONDITIONS

Workday/Workweek

- 6.1 The workday is defined as 24 hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday. Effective on the first pay period following July 1, 2006 the workweek will begin at 2200 hours on Sunday and end at 2159 hours on the following Sunday.

Employee Work Schedule

- 6.2 An employee shall normally work five (5) eight hour days followed by two (2) consecutive days off, or four (4) ten (10) hour days followed by three (3) consecutive days off, but not necessarily in the same workweek. Upon the agreement of both parties, the **COUNTY** may implement a work schedule, which provides for employees to work twelve (12) hour days.

Work Schedules

- 6.3 It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, the **COUNTY** shall notify the **ASSOCIATION** and any affected employee fourteen (14) ~~ten (10)~~ calendar days prior to implementation of such changes. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions, of this Section. Emergency shall be defined as any unforeseeable circumstances or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct **COUNTY** business.

The fourteen (14) ~~ten (10)~~ calendar days notice requirement provided above pertaining to work schedule changes may be waived by the employee when the change is mutually agreeable with the affected employee and the **COUNTY**.

- 6.4 In the event the **COUNTY** unreasonably fails to give the fourteen (14) ~~ten (10)~~ calendar days notice of a change in a work schedule, the affected employee (s) shall be credited with one (1) additional personal holiday.
- 6.5 In the event of work schedule changes resulting in a change in the number of days per week, or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations. It is agreed

that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

6.6 Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this *Agreement*.

6.7

A. Sheriff's Office employees may bid shifts and days off based upon seniority on or about November 1st and May 1st. The employer shall post the shifts for the following year noting the slots for both hours of work and days off. Shift bidding will occur in November and May for the two subsequent three month periods. Employees in the classification of Communications Records Specialist and Deputy Sheriff Specialist shall bid by classification within a work unit. Employees on patrol shall sign up by seniority for position available on patrol, employees in the Jail shall sign up for position available in the Jail, ~~and~~ employees in the Work Center shall sign up for position available in the Work Center, and employees at the Forest Work Camp shall sign up for position available at the Forest Work Camp. Should additional training or experience be reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to his previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Sheriff may move the least senior employee possible in order to achieve the balanced shift.

No employee shall be required to work more than one (1) shift in a week.

B. Groupworkers may bid shifts and days off based upon seniority on or about November 1st and May 1st. The employer shall post the shifts for the following period year noting the slots for both hours of work and days off. Shift bidding will occur in November and May for the two subsequent three month periods. Should additional training or experience be reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to his previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Youth

Services Department may move the least senior employee possible in order to achieve the balanced shift.

No employee shall be required to work more than one (1) shift in a week.

- C. Irrespective of the normal procedures referenced in Clause 6.7 A herein, the Sheriff's Office has determined that maintaining a 7-24 female/male staff continuity in the jail is preferred practice. To address this concern, the Sheriff's Office shall accomplish such continuity as follows:
1. Intra-shift continuity shall first be accomplished by moving less senior female deputies within a shift (thereby possibly changing the days off) before moving more senior male deputies.
 2. Inter-shift adjustments could be necessary to acquire 7-24 female/male continuity. Such adjustments would be made on the basis of seniority per the contract.
 3. Nothing herein shall be construed to require the Sheriff's Office to modify its shift pattern (overall coverage each day of the week).

Sheriff's Office Recall/Callback

6.8 ~~An A-Sheriff's Office~~ employee who, after completing his/her regular work shift, is recalled to report prior to his/her next regular shift for trial preparation, court appearance or for reasons other than personal negligence, shall be guaranteed a minimum of four (4) hours pay at the appropriate regular or overtime rate as follows:

- A. ~~An A-Sheriff's Office~~ employee held over within four (4) hours at the end of his or her regular shift is not considered to be recalled, If the court appearance or preparation time is less than four (4) hours, the employee will be paid only from the end of the employee's regular shift until released from duty or end of court appearance. Employees recalled less than four (4) hours prior to the start of his her regular shift shall be paid only from the beginning of their recall period until the beginning of their regular shift.
- B. ~~An A-Sheriff's Office~~ employee recalled on a day off shall be guaranteed a minimum of four (4) hours of pay at the appropriate regular or overtime rate. If an employee is recalled a second time on the same day off within two and one half hours after the expiration of the first four hours of recall, hours paid shall be from the end of the first four hours recall until released from duty, less normal court noon recess. If an employee is recalled a second time on the same day off more than two and one half hours after the expiration of the first four (4) hours of recall, the employee shall be guaranteed a minimum for (4) hours pay at the appropriate regular or overtime rate. If the employee is recalled a second time on the same day

off within the first four (4) hour recall period, hours paid will only be for actual hours worked after the expiration of the first four (4) hours of recall unless released from duty.

- 6.9** Court appearances and trial preparation during any day shall be deemed to commence from the time an employee is required to appear in court or meet with the District Attorney's representatives for trial preparation, and shall continue until released by the court or the District Attorney's representative that day. Travel and court noon recesses of one (1) hour or less in duration shall not be considered time worked.
- 6.10** It is understood that all witness fees and mileage expenses paid for court appearances (exclusive of mileage allowance for travel to and from areas outside the Eugene-Springfield city limits on the employee's own time) shall be turned over to the **COUNTY**.

Meal/Rest Periods and Pre-shift Briefings

For those bargaining unit employees represented by the **ASSOCIATION**, the following shall apply:

- 6.11** Sheriff's Office employees, assigned to corrections, shall report for an unpaid pre-shift briefing 15 minutes prior to their shift and shall have a paid meal period of thirty (30) minutes.

Employees assigned to patrol duties shall be given a paid meal period not to exceed thirty (30) minutes. It is agreed and understood between the parties that the employee's meal period may be interrupted by the **COUNTY'S** reasonable operating needs, and that such employees are thus subject to call during their meal periods.¹

- 6.12** The **COUNTY** shall be obligated to provide a meal for those employees who are not allowed to leave **COUNTY** facilities during their lunch break.

Sheriff's Office eEmployees shall be given paid breaks of fifteen (15) minutes twice a day to be scheduled in the middle of each half-day shift, or as close to that as possible. Should an employee be denied a break, the employee shall be paid thirty (30) minutes of overtime for each break the employee is denied.

Group Workers shall be given two fifteen minute breaks during an eight hour shift. A break will be given for each four (4) hour period. Staff must take the break. If some detention requirement is such that the break is not possible, then the Group Worker must notify the shift supervisor. If the supervisor cannot accommodate the break, the Group Worker shall receive 15 minutes extra pay.

¹ The parties shall abide by the the ruling of a court of competent jurisdiction in the matter of *Lamb v. Lane County*.

Reporting Place

- 6.133 ~~EE~~ Employees shall report to their permanent place of reporting at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time with approval of their supervisor.

Effective from the date employees assigned to the Alma Work Camp first report at that site for duty, such employees shall be paid ~~\$500.00~~\$250.00 per month per diem. In addition, those employees may, utilize the Public Works Shop in Veneta as a park-and-ride facility to the Work Camp. During severe road conditions, the **COUNTY** will make every effort to provide transportation to and from the park-and-ride facility. Employees who are able to demonstrate a hardship for working at the Alma Work Camp shall be considered for a transfer.

Notwithstanding the foregoing, in no case shall an employee be paid the above per diem for periods in which the employee is on leave or otherwise absent for any reason from the Alma Work Camp for a calendar month or more.

Trades of Shift/Schedules/Days Off

- 6.14 Employees who have similar qualifications and skills may request a long or short term trade of assigned shifts, and/or assigned days off with the approval of the affected employees. The trade shall be granted upon the approval of the appropriate supervisors verifying the employee possesses similar qualifications and skills deemed necessary by the **COUNTY** to adequately perform the job requirements. If denied, the reasons shall be given in writing upon the employee's request outlining the reasons for such denial.

The **COUNTY** agrees that it is the intent of this provision to grant such requests in good faith and shall not exercise its rights for the purpose of avoiding this *Agreement*.

- 6.15 Long-term trades, are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period in excess of fourteen (14) calendar days.
- 6.16 Short-term trades are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period of up to fourteen (14) days.
- 6.17 At the time employees submit requests for short-term trades, the request shall identify the specific days, dates and shifts that each involved employee will work and will identify the specific days, dates and shifts that are to be considered "payback" of any days or hours owed. This change and/or "payback" must take

place within ninety (90) ~~sixty (60)~~ calendar days. In all instances, employees shall only exchange a like number of days and/or hours of the same duration.

- 6.18 An employee trading shifts and/or days off may not work longer than sixteen (16) consecutive hours in any 24-hour period, except when an emergency exists.
- 6.19 The overtime (Article 7) will be waived for the traded hours on a short-term trade only.
- 6.20 Employees absent from their assigned work shift due to a short-term trade with another employee will indicate on their time card the name and the hours worked by their replacement.

Employees replacing another employee absent from their regular assigned shift due to a short-term trade will indicate the hours worked and the name of the employee they replaced on their time card. The employee replacing another employee assumes all of the responsibilities of the regularly scheduled employee.

- 6.21 No shift trade shall be allowed which will result in overtime costs to the **COUNTY**.

Scheduling Procedure

- 6.22 The **COUNTY** shall post a pre-schedule which will indicate the number of personnel needed for each shift and indicate the predetermined days off to accomplish necessary personnel strength to assure adequate relief as required by the **COUNTY**.
- 6.23 The **COUNTY** retains the right to assign personnel to any section, division, or work assignment as deemed necessary without previous notice as long as the assigned shift and days off remain the same.
- 6.24 After posting of the final roster for the scheduling period, changes in schedules by the **COUNTY** will not be made without good cause. The spirit of this *Agreement* intends good cause, to include, but not limited to, bona fide emergency conditions, significant changes in staffing levels due to budget or other unforeseen circumstances that significantly impact **COUNTY** operations. If time permits the **COUNTY** will seek qualified volunteers to accommodate scheduling needs.
- 6.25 Temporary rescheduling for a period of thirty (30) days or less may be made at the discretion of the **COUNTY** without ten (10) calendar days notice to accommodate temporary staffing needs including but not limited to vacations, extended sick leave, and military leave. If time permits, the **COUNTY** will seek qualified volunteers to accommodate this scheduling. Nothing in this section will be construed to limit voluntary trades of scheduling.

6.26 The County Sheriff's Office will not continuously hire extra temporary help employees beyond 520 hours.~~in order to avoid hiring permanent employees.~~

6.27 Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days without a day off except in case of emergency as elsewhere defined in this *Agreement* in Article 6, Section 6.3.

ARTICLE 7

WAGES AND OVERTIME

7.1

A. Increase Sheriff's Office salary schedule as follows:

Effective the first pay period following July 1, 2005, employees on the payroll on the date of ratification of the Agreement by the COUNTY, shall receive a 2% COLA.

Effective 07/01/03 ——— 0%
Effective 07/01/04 ——— 2%

B. Increase Department of Youth Services salary schedule as follows:

Effective the first pay period following July 1, 2005, employees on the payroll on the date of ratification of the Agreement by the COUNTY, shall receive a 2% COLA.

Effective 07/01/03 ——— 0%
Effective 07/01/04 ——— 2%

C. Groupworker Step Conversion

Effective the first pay period following ratification by the COUNTY, the steps for Group Workers shall be reduced from 12 to 10.

~~1. Effective July 1, 2001 the compensation plan shall be condensed from a 14 step to a 12 step schedule. The ratio between the adjusted starting rate and adjusted top rate shall remain as in the 2000-2001 compensation plan with the steps being equally spaced between rate amounts. Effective July 1, 2001, each Groupworker shall be placed on that step that provides a minimum of 3.25% increase from said bargaining unit member's 2000-2001 wage/salary rate, except as provided below and in no event shall said rate exceed the maximum of the appropriate salary range. The anniversary date for any employee subject to the step placement transition as provided herein shall not change.~~

~~2. Effective July 1, 2001, any Groupworker who has been at Step 1 of the compensation plan for six or more months shall be placed on Step 2. Groupworkers hired at Step 1 of the compensation plan on or after January 1, 2001 shall advance to Step 2 upon the completion of six months of employment with the COUNTY. Thereafter, the anniversary date for any Groupworker subject to the step placement as provided herein shall occur at twelve (12) month intervals after the date on which said employee was placed at Step 2.~~

~~3. All Groupworkers who have been at step eleven (formerly step 13) for three years or more and achieved a "competent" ("successful") rating on their most recent evaluation, shall be advanced to step 12.~~

7.2 Those Sheriff's Office bargaining unit members who have obtained a DPSST certification shall receive the following certification pay based on the following recognized DPSST standards.

Advanced Certification 6.0%
Intermediate Certification 3.0%

Those members who are Communications/Records Officers 1, 2 and Communications/Records Specialists and who are assigned for at least two consecutive hours to either the Police Services Division Communications Center or the Corrections Division Central Control and Reception will receive a 5.0% premium above their normal rate-of-pay for that shift.

Those Sheriff's Office employees who must wear plain clothes as part of their regular assignment shall receive six hundred twenty-five dollars (\$625) per annum for clothing allowance.

Any employee who is bilingual in Sign Language or Spanish shall be paid five percent (5%) premium pay.

At an employee's tenth (10th) year anniversary, employee will receive two point five percent (2.5%) premium pay in recognition of the knowledge of the job they have acquired in those years of service. Every fifth (5th) anniversary thereafter, employees shall receive an additional two point five percent (2.5%) premium pay.

Deputies assigned to the canine unit shall receive five hours per seven-day workweek for care and feeding of the canine. Overtime will not be paid for such extra work, unless the deputy is not released from patrol to address canine care duties. Time allowed per workday for canine care shall be considered appropriate compensation for canine maintenance for the entire week, including days off.

7.3 Each employee shall advance from Step 1 to Step 2 after six (6) months of appointment to a classification from Step 2 to Step 3 after an additional six months of appointment to a classification and to each higher step up through Step seven 7 or Step twelve (12), whichever is appropriate after one (1) additional year of employment, provided that the employee receives at least an overall "successful" rating on their annual evaluation. In no case shall an employee be on a step longer than twelve (12) months including in-class transfers, provided the employee is performing at a "successful" level or higher.

- 7.4 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 through step 7 or step 12, whichever is appropriate.
- 7.5 Upon appointment to a classification within the bargaining unit an employee shall be placed on the appropriate step within the salary range.

Overtime

When overtime work is required for the efficient operation of the **COUNTY**, the following shall apply:

- 7.6 The following definitions shall be applicable for this section.
- A. Work Cycle: The "work cycle" shall be a seven (7) day period.
 - B. Overtime: "Overtime" shall be all work performed in excess of forty (40) hours in a work cycle, or any work performed in excess of the employee's regularly scheduled shift.
- 7.7 Subject to the exception in Section 7.9, all authorized overtime work shall be compensated by cash payment at the rate of one and one half (1-1/2) times the regular hourly rate.
- 7.8 At the request of the employee and with the consent of the **COUNTY**, an employee may earn ~~take~~ compensatory time off at the rate of one and one half (1-1/2) hours for each hour of overtime worked. Any compensatory time off over forty (40) hours not taken by the first pay period of April and the first pay period of October of each year shall be converted to cash payment.
- Any unused accumulated compensatory time off shall be paid in cash at the time of termination, death, or transfer to another Department or bargaining unit.
- 7.9 The **COUNTY** shall be the sole judge as to the necessity, requirement, and qualifications of personnel to work overtime.
- 7.10 Overtime shall be compensated for only once for the same hours worked.
- 7.11 Overtime shall be calculated to the nearest one-tenth (1/10) hour worked with rounding always going up to the next one-tenth.
- 7.12 Employees who are required to work beyond their regular quitting time, shall be allowed a fifteen (15) minute rest period before the first hour of overtime worked has lapsed, providing that it can be reasonably foreseen that such overtime will

exceed three (3) hours in duration, and providing that no operational emergency exists.

7.13 It is understood that for the purposes of overtime calculations, employees working shifts which overlap workdays shall be assumed to have completed their shift on the day in which it commenced.

Working Out of Class

7.14 A bargaining unit employee temporarily assigned to act in the capacity of a bargaining unit or non-bargaining unit position classified at a higher rate of pay shall be paid at a minimum rate for the position to which assigned or at one step higher than the employee's current rate, not to exceed a maximum of 5.0% increase for all work performed for a minimum of one (1) complete shift per assignment, provided that such assignment is not for training purposes. Once the employee has completed a full shift as provided herein, said employee shall be compensated for the working-out-of-class pay from the beginning of said assignment.

7.15 It is agreed that an employee shall not be assigned to such positions in a trainee status, nor shall an employee be rotated in and out of such assignment, nor shall the **COUNTY** request individual waiver for employees solely for the purpose of evading the provisions of this section.

7.16 An employee temporarily assigned to work in a position classified at a lower rate of pay shall not receive a reduction in pay or benefits during the period of such assignment.

7.17 Employees who are reclassified to a classification with a lower salary range and who at the time of the reclassification, are above maximum salary for the new classification, will have their salaries frozen for the period of time defined in the schedule below or until the range exceeds their salary:

Years Continuous Regular Service	Date of Salary Change
Less than one year	Six months from the date of reclassification
One year but less than five years	One year from the date of reclassification
Five years, but less than ten years	Two years from the date of reclassification
Ten years or more	Three years from the date of reclassification.

7.18 ~~Flight Pay~~ **Premium Pay**