

AGREEMENT

between

LANE COUNTY, OREGON

and

ADMINISTRATIVE-PROFESSIONAL ASSOCIATION OF LANE COUNTY, INC.

AGREEMENT

2019-2022

THIS COLLECTIVE BARGAINING AGREEMENT is entered into by and between Lane County Board of Commissioners, hereinafter referred to as **COUNTY** and Administrative-Professional Association of Lane County, Inc., hereinafter referred to as **UNION**, and constitutes the sole and complete agreement between the parties.

TABLE OF CONTENTS

TABLE OF CONTENTS 2

DEFINITIONS 5

PREAMBLE 7

 Section 1 – Purpose 7

 Section 2 – Applicability 7

 Section 3 – Entire Agreement 7

ARTICLE 1 RECOGNITION 8

 Section 1 – Recognition 8

 Section 2 – Recognition Questions 8

ARTICLE 2 MANAGEMENT RIGHTS 9

 Section 1 – Retention of Rights 9

 Section 2 – Uniform Application 9

 Section 3 – Contracting out 9

ARTICLE 3 DUES DEDUCTION AND FEES 10

 Section 1 – Deduction of Dues and Initiation Fees 10

 Section 2 – Dues Transmittal/Hold Harmless 10

ARTICLE 4 UNION RIGHTS 11

 Section 1 – Union Activity 11

 Section 2 – County Union Meetings 11

 Section 3 – Union Business 12

 Section 4 – Information 12

 Section 5 – Protection of Rights 12

 Section 6 – Officers and Stewards 12

ARTICLE 5 DISCIPLINE AND DISCHARGE 13

 Section 1 – Causes for Discipline 13

 Section 2 – Investigatory Interviews and Weingarten Rights 13

 Section 3 – Pre-disciplinary Hearing 14

 Section 4 – Effective Date of Discipline 14

 Section 5 – Disability 14

 Section 6 – Extension of Time 14

ARTICLE 6 GRIEVANCE PROCEDURE 15

 Section 1 – Purpose 15

 Section 2 – Grievance Steps 15

 Section 3 – Arbitration 16

 Section 4 – General Provisions 16

 Section 5 – Time Limits 17

ARTICLE 7 GENERAL PROVISIONS 18

 Section 1 – Employee Information 18

 Section 2 – Personnel File 18

 Section 3 – Expense Reimbursement 18

 Section 4 – Work Rules 19

 Section 5 – Personal Gear 19

 Section 6 – COUNTY Provided Gear 20

 Section 7 – Uniforms 20

 Section 8 – Hand Tools 20

 Section 9 – Licenses 20

Section 10 – Parking.....	20
Section 11 – Qualified Transportation Fringe Plan.....	20
ARTICLE 8 SELECTION/PROMOTION.....	21
Section 1 – Job Posting.....	21
Section 2 – Veteran Preference.....	21
Section 3 – Legal Requirements.....	21
Section 4 – Promotional Preference.....	21
Section 5 – Referral.....	21
Section 6 – Transfers.....	22
Section 7 – Reclassifications.....	22
Section 8 – Flex Staff Series.....	23
Section 9 – Probationary Period.....	23
ARTICLE 9 HOURS OF WORK AND OVERTIME.....	25
Section 1 – Workday/Work Week.....	25
Section 2 – Normal Work Schedule.....	25
Section 3 – Employee Work Schedule.....	25
Section 4 – Alternate Work Schedules.....	25
Section 5 – Overtime.....	26
Section 6 – Meal/Rest Periods.....	27
Section 7 – Cleanup Time.....	27
Section 8 – Reporting Place.....	27
Section 9 – Call Back/Reporting Time.....	28
Section 10 – Shifts.....	28
Section 11 – On-Call Time.....	28
ARTICLE 10 WAGES.....	30
Section 1 – Salary Range Adjustments.....	30
Section 2 – Steps in Compensation Plan.....	30
Section 3 - New or Revised Classifications.....	30
Section 4 – Salary Protection.....	31
Section 5 – Out of Class.....	31
Section 6 – Registration Differential.....	31
Section 7 – Direct Deposit.....	31
Section 8 – Shift Differential.....	32
Section 9 – Deferred Compensation Contribution.....	32
Section 10 – Minor Payroll Adjustments.....	32
ARTICLE 11 LEAVE TIME AND HOLIDAYS.....	33
Section 1 – Holidays.....	33
Section 2 – Time Management.....	34
Section 3 – Occupational Illness or Injury.....	37
Section 4 – Disability Leave.....	37
Section 5 – Bereavement.....	38
Section 6 – Substantiation.....	38
Section 7 – Jury Duty.....	38
Section 8 – Leave of Absence.....	38
Section 9 – Unexcused Absence.....	39
Section 10 – Subrogation.....	39
ARTICLE 12 INSURANCE AND RELATED.....	40
Section 1 – Types of Insurance.....	40
Section 2 – Health Insurance Plan.....	40
Section 3 – Insurance Enrollment.....	41
Section 4 – Physical Exams.....	42
Section 5 – Fitness Membership.....	42

Section 6 – Retiree Benefits	42
Section 7 – Personal Property	43
ARTICLE 13 SAFETY	44
Section 1 – Safety Policy	44
Section 2 – Safety Committee	44
Section 3 – Committee Functions.....	44
Section 4 – Meeting Schedule	44
Section 5 – Employee Responsibility	44
Section 6 – Personal Protective Equipment	44
ARTICLE 14 TRAINING	46
Section 1 – Encouragement of Training	46
Section 2 – Employee Requests.....	46
Section 3 – Required Training	46
Section 4 – Training Proposals.....	46
ARTICLE 15 SENIORITY	47
Section 1 – Definition	47
Section 2 – Continuous Service.....	47
Section 3 – Seniority List	47
ARTICLE 16 LAYOFF AND RECALL.....	48
Section 1 – Layoff	48
Section 2 – Recall.....	49
Section 3 – Protection/Rights During Layoff.....	50
ARTICLE 17 RELATIONSHIPS	51
Section 1 – Change in Conditions	51
Section 2 – Savings Clause.....	51
Section 3 – Waiver.....	51
Section 4 – Individual Agreements	51
Section 5 – Joint Labor-Management Committee	51
ARTICLE 18 TERMINATION.....	52
Section 1 – Duration	52
Section 2 – Notice.....	52
Section 3 – Effective Date	52
Section 4 – Force of Agreement.....	52
SCHEDULE A.....	53
SCHEDULE B – Revised June 2019	54
CLASSIFICATION SERIES	54
Appendix A	56
Flex Staffed Classification Series	56

DEFINITIONS

For purposes of this *Agreement*, the following definitions will apply:

Agreement: The term "*Agreement*" will mean this *Agreement* or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this *Agreement* or entered into or made effective during the term of this *Agreement*.

Bargaining Unit Employee: The term "bargaining unit employee" will mean any **COUNTY** employee who is a member of the bargaining unit as described in Article 1, RECOGNITION, Section 1.

COBRA: The term "COBRA" will mean the Consolidated Omnibus Budget Reconciliation Act of 1986.

Days: The term "days" will mean calendar days. The time in which an act provided for in this *Agreement* is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

Designated UNION Representative: The term "designated **UNION** representative" will mean any **UNION** officer (President, Vice-President, Secretary or Treasurer) or any other person who has been designated in writing by a **UNION** officer as an official **UNION** representative.

Eligible and Qualified: The term "eligible and qualified" will mean that any specific requirements of this *Agreement*, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee will receive a benefit of this *Agreement*.

Employee: The term "employee" will mean bargaining unit employee.

Extra Help: The term "extra help" will mean employees who are appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

Just Cause: The term "Just Cause" will mean any act of misconduct on the part of an employee which will reasonably justify the imposition of discipline and further justifies the penalty imposed.

Labor Relations Manager: The term "Labor Relations Manager" will mean the individual in the position with that name or in a subsequent independent position who serves as the **COUNTY**'s chief labor negotiator. In the event that **COUNTY** eliminates the independent position of a chief labor negotiator, this term will refer to the person designated by the **COUNTY**'s Administrator to perform this function.

Letter of Understanding: The term "Letter of Understanding" will mean any written agreement between the **UNION** and the **COUNTY** entered into or specifically made effective during the term of this *Agreement*.

Non-Probationary Employee: The term "non-probationary employee" will mean a bargaining unit employee who is serving in a regular position and who has been awarded regular status following successful completion of a probationary period.

Paid Time: The term "paid time" will mean all time for which an employee receives compensation, including work time and paid leave time.

Part time Employee: The term "part time employee" will mean an employee whose normal work week is less than forty (40) hours.

Regular Position: The term "regular position" will mean positions which have been approved by the **COUNTY** Board of Commissioners; which are included in the adopted **COUNTY** budget; which are budgeted in excess of six (6) months duration and which are for work in excess of twenty (20) hours per week.

Position: The term "position" will mean a group of duties and responsibilities within a classification assigned to a single employee.

Probationary Employee: The term "probationary employee" will mean a bargaining unit employee who is serving in a regular position and who is in the process of serving a probationary period.

Probationary Period: The term "probationary period" will mean the length of time a newly hired or promoted employee is on probation.

Professional Employee: The term "professional employee" will mean those employees who are exempt under the Fair Labor Standards Act. These employees are recognized by the **COUNTY** as employees with extensive responsibility and authority in the day to day operations of the **COUNTY**, the well-being and effectiveness of other **COUNTY** employees, and are further recognized for their high degree of judgment and responsibility that has been delegated to them.

Promotion: The term "promotion" will mean a change from one classification to another classification which has a maximum salary more than five percent (5%) higher than that of the previous classification.

Qualified: The term "qualified" will mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought. It will include "special skills" required.

Retire or Retirement: The term "retire or retirement" will refer to an employee of Lane County who retires for service or disability, and who immediately upon leaving active employment begins receiving retirement benefits under the Public Employees Retirement System applicable to employees of Lane County.

Seasonal Employee: The term "seasonal employee" will mean a bargaining unit employee who is in a position which has been approved by the **COUNTY** Board of Commissioners; which is included in the adopted **COUNTY** budget; which is for work in excess of twenty (20) hours per week, but which is budgeted for less than six (6) months' duration.

Section: The term "section" will mean the next lower recognized work unit below a Division.

Temporary Employee: The term "temporary employee" will mean any bargaining unit employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis, of not less than 520 hours nor more than 1040 hours in a fiscal year.

Work Time: The term "work time" will mean the time the employee actually spends on compensated work activities.

Vacancy: The term "vacancy" will mean a position within the bargaining unit which is to be filled on a regular basis through promotion or outside recruitment.

PREAMBLE

Section 1 – Purpose

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.

Section 2 – Applicability

- (A) This *Agreement* is applicable inclusively to bargaining unit employees in the unit heretofore known as Administrative-Professional Association of Lane County, Inc.
- (B) It is agreed and understood that this *Agreement* will be limited and applicable only to bargaining unit employees and only in connection with the performance of work within classifications covered by this *Agreement*.

Section 3 – Entire Agreement

The specific provisions of this *Agreement* will be the sole source of the rights of the **UNION** and any employee covered by this *Agreement*. The parties herein agree that the relationship between them will be governed by the terms of this *Agreement* only; no prior agreements, amendments, modifications, alterations, additions or changes oral or written, will be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions.

ARTICLE 1
RECOGNITION

Section 1 – Recognition

For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **UNION** as the sole and exclusive representative of all employees, employed in positions classified as indicated in Schedule B or their successors, exclusive of persons so employed and classified but in a confidential or supervisory capacity, and persons so employed on June 30, 1987 who have not voluntarily joined the **UNION**.

Section 2 – Recognition Questions

Should the **COUNTY** and the **UNION** not agree with respect to the inclusion in or exclusion from the bargaining unit of a new or existing classification, the **UNION** may file a petition with the Employment Relations Board pursuant to the appropriate sub-section(s) of the Oregon Administrative Rules, Chapter 115, Division 25, Section 115-25-005. The applicable statutory considerations will apply.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1 – Retention of Rights

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this *Agreement*.
- (B) 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 or 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 contract or subcontract work; to discontinue all or any part of its operations; to transfer work 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 work forces; 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*.

Section 2 – Uniform Application

Any rule or procedure issued under the Management Rights clause will be uniformly applied to all affected employees who are similarly situated.

It is recognized that **COUNTY** may be required to take employment actions pursuant to the Americans with Disabilities Act (ADA), Workers' Compensation, or other federal or state laws, regulations or rules that require exceptions to **COUNTY's** basic employment standards. Such required exceptions will not establish a general employee standard requiring uniform application under this provision and will only apply to employees who meet the requirements or standards of the applicable laws, regulations or rules.

Section 3 – Contracting out

It is the general policy of the **COUNTY** to utilize its employees to work within their current job classification. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary. Prior to making its final determination, the **COUNTY** agrees to notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), follow the provisions of Article 17, Section 1 - Change in Conditions prior to implementing any decision to contract out bargaining unit work. These provisions of Article 17, Section 1 will not apply in the case of an emergency as determined by the **COUNTY**.

ARTICLE 3
DUES DEDUCTION AND FEES

Section 1 – Deduction of Dues and Initiation Fees

- (A) The **UNION** will notify the **COUNTY** of the current rate of dues and initiation fees in a timely manner which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **COUNTY** will make three (3) equal deductions from the first three (3) paychecks toward payment of the **UNION** initiation fee.
- (C) The **COUNTY** will deduct from the second pay period of each month, not to exceed twelve (12) times per year, of all members in the bargaining unit, a uniform amount for the payment of **UNION** membership to the **UNION**.

Section 2 – Dues Transmittal/Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to fully defend and indemnify the **COUNTY** and hold the **COUNTY** harmless from any liability, claims, suits or proceedings whatsoever in performing its obligations as specified in this Article "Dues Deduction and Fees." Any costs, including attorney fees, expert witness fees, fines or judgments, incurred in the defense of the **COUNTY** in any legal action or proceeding brought against the **COUNTY** for implementing or carrying out the provisions of this Article will be borne by the **UNION**, including, but not limited to, claims with the Bureau of Labor and Industry, Equal Employment Opportunity Commission, civil litigation and wage claims. Nothing in this section will be construed as to limit the **COUNTY's** obligation to deduct and transmit dues and initiation fees to the **UNION**.

ARTICLE 4
UNION RIGHTS

Section 1 – Union Activity

- (A) The **UNION** or its representatives will have the right to conduct official **UNION** 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 their station without supervisory approval. The **UNION** will conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this *Agreement*.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** will limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and will maintain the bulletin boards in good order.
- (C) The **COUNTY** agrees that the **UNION** Business Agent, or designated representative, will have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this *Agreement* is being observed. The **UNION** Business Agent, or designated representative, will first report their presence and intentions to the Department Director, or designated representative, and will conduct their activities in a manner that avoids loss of time or disruption of operation.
- (D) Employee members of the **UNION** bargaining team will not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees will be limited to three (3) at any one time, and provided further than no more than two (2) such employees will be from the same Section within a Division of the Department with four (4) or more positions in the bargaining unit, or more than one (1) from any Division of the Department with three (3) or fewer positions in the bargaining unit.
- (E) The **UNION** will have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use will take priority over **UNION** use of such equipment. Use will be by **UNION** members on their own time.
- (F) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (G) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow one (1) **UNION** Executive Board member to attend **UNION** Executive Board Meetings. It will be understood that this will be limited to no more than six (6) meetings per year with a maximum duration of ninety (90) minutes per meeting.

Section 2 – County Union Meetings

From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, will be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees will not exceed three (3) in number, unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion will be furnished with the request for a meeting.

Section 3 – Union Business

- (A) The **COUNTY** will grant **UNION** officers up to two (2) days off per month to conduct **UNION** business during normal work hours provided that no more than two (2) **UNION** officers nor more than one (1) at any one time will be granted time off under this provision during any one (1) month. Such time is to be taken in no less than one-half (1/2) day increments, scheduled in advance and will be scheduled in such a manner as not to disrupt the normal operations of the Department. Prior to the beginning of each month, the **UNION** will notify the Director of the Department, in writing, which **UNION** officer(s) are authorized time off to conduct **UNION** business during the ensuing month.
- (B) All costs associated with this time will be borne by the **UNION**, provided however:
- (1) The **UNION** officers(s) will remain on the **COUNTY** payroll for the hours spent in conducting **UNION** business, and
 - (2) The **UNION** hereby authorizes the **COUNTY**, prior to transmittal, to deduct from the dues deducted pursuant to Article 3 of this *Agreement* an amount equal to one hundred fifty percent (150%) of the regular hourly rate of the **UNION** officer for each hour the **UNION** officer is conducting **UNION** business pursuant to this section.

Section 4 – Information

- (A) The **COUNTY** agrees to furnish to the **UNION**, at no cost, an electronic copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. The **UNION** will pay for additional copies of the Lane Code, Lane Manual and Administrative Procedures Manual, if needed.
- (B) The **COUNTY** agrees to furnish the **UNION**, in response to written requests from time to time, information pertaining to employees covered by this *Agreement*, which is readily available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.

Section 5 – Protection of Rights

- (A) The parties will not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this *Agreement* and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to Article 6 - Grievance Procedure of this *Agreement* and will be subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures

Section 6 – Officers and Stewards

The **UNION** will provide a current list of its officers and stewards to the Labor Relations Manager, or designated representative. The **UNION** will notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.

ARTICLE 5
DISCIPLINE AND DISCHARGE

Section 1 – Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article 8 of this *Agreement* will not be disciplined or discharged without just cause. In determining if just cause exists, the following three (3) tests must be met:
 - (1) Did the employee breach a rule or commit an offense as charged?
 - (2) Did the employee's act or misconduct warrant corrective action or punishment?
 - (3) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action will be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline will consist of one of the following:
 - (1) Oral warning
 - (2) Written Reprimand
 - (3) Suspension/Salary Sanction
 - (4) Demotion
 - (5) Discharge
- (D) Disciplinary action involving an oral warning or written reprimand will take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Both oral warnings and written reprimands will be documented in the employee's official personnel file.
- (E) In the event of disciplinary action involving suspension, salary sanction, demotion, or discharge, the issuance of a notice of a pre-disciplinary hearing will take place within twenty eight (28) calendar days of the date of occurrence.
- (F) For purposes of this Section, date of occurrence will mean the date the **COUNTY** received a complaint, either oral or written, or had, or should reasonably have had, knowledge of an occurrence. Calendar days will not include any paid leave days.
- (G) It will be understood that no disciplinary action will be based on an oral warning or written reprimand in the official personnel file, which is more than three (3) years old.

Section 2 – Investigatory Interviews and Weingarten Rights

- (A) When **COUNTY** considers disciplinary action involving suspension, salary sanction, demotion or discharge, **COUNTY** will interview the accused employee before determining to issue the notice of pre-disciplinary hearing. **COUNTY** will provide **UNION** with written or e-mail notice whenever an investigation is being initiated pursuant to this Article.
- (B) The **UNION** will take assertive steps to advise its membership of their Weingarten Rights. No less than once a year, it will train its membership in how and when bargaining unit members may request **UNION** representatives to be present and the proper roles of an **UNION** representative during an investigatory interview.
- (C) In the event a bargaining unit member is subject to an investigatory interview by their immediate supervisor and said supervisor believes, prior to such inquiry, that discipline could accrue to the interviewed bargaining unit member as the direct result of the information expected to be learned

during the interview, said supervisor will advise the bargaining unit member of their right to have an **UNION** representative present during the inquiry. Nevertheless, failure of the supervisor to advise the bargaining unit member of their Weingarten Rights will not prevent the use of the information gained in the interview nor will it be the basis of vacating any disciplinary action.

(D) The acquisition of a **UNION** representative will not delay the inquiry.

Section 3 – Pre-disciplinary Hearing

When the **COUNTY** intends to take disciplinary action involving suspension, salary sanction, demotion or discharge, the **COUNTY** will notify the non-probationary employee and the **UNION** in writing of the charges against the employee, the proposed disciplinary action and will provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the recordings and/or transcript to the **UNION**.

(A) The non-probationary employee whose discipline involving discharge or suspension is being considered will be granted fourteen (14) calendar days, or more by mutual agreement, to prepare for the disciplinary hearing.

(B) The employee will be entitled to have a representative of their choosing at the pre-disciplinary hearing.

Section 4 – Effective Date of Discipline

Once an employee has received official notification of any disciplinary action, such action will be final subject to the grievance procedure, ARTICLE 6, of this *Agreement*.

Section 5 – Disability

(A) For non-disciplinary reasons, an employee's employment may be terminated or an employee may be reduced in rank because of a disability which disability precludes the employee from the proper performance of the essential duties of their job on a regular full time basis.

(B) Prior to any action taken pursuant to this provision, such action is subject to a pre-determination hearing.

Section 6 – Extension of Time

Extensions to the time limits will be permitted under the following circumstances:

(A) The time limits set forth in this article may be extended by mutual agreement.

(B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation the time limits specified herein will be extended by the number of days the individual(s) specified is unavailable.

(C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this article will commence at the close of any related criminal investigation and/or legal action.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1 – Purpose

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

Section 2 – Grievance Steps

(A) STEP 1

- (1) In accordance with Section 1(D) of this Article, the aggrieved party or designated representative will first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party will refer the grievance, in writing, to the supervisor within fourteen (14) calendar days of the occurrence of the grievance. The notice will include:
 - (a) A statement of the grievance and relevant facts;
 - (b) Applicable provisions of the contract; and
 - (c) Remedy sought.

The supervisor will attempt to resolve the grievance and will furnish a written statement of their position within seven (7) calendar days.

(B) STEP 2

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievance may be referred, in writing, no later than seven (7) calendar days following the Step 1 response to the applicable Division Manager, or designated representative, who will investigate the particulars of the grievance and will have the authority to resolve the issue within seven (7) calendar days of receipt and will furnish a written reply to the aggrieved party within that time period.

(C) STEP 3

- (1) If, after proceeding through Step 2 above, the grievance is still unresolved the aggrieved party or designated representative may refer it to the Department Director no later than thirty (30) calendar days from the date of the Step 2 response or date when said response is due,

who will designate the **COUNTY's** Labor Relations Manager, or designee, and one other management person to act on their behalf to meet with an equal number of **UNION** representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Department Head for resolution.

- (2) Should the **COUNTY** be the aggrieved party the matter will be introduced at this step.
- (3) The parties will meet within thirty (30) calendar days from the date of referral to Step 3.
- (4) Any grievance that involves discharge, or is of a class action nature, may be introduced at this step, subject to the approval of both parties.
- (5) The **COUNTY** will furnish a written statement of their position within fifteen (15) calendar days from the step 3 meeting.
- (6) No person responding at Step 1 or Step 2 will be a representative at the Step 3 meeting.

(D) STEP 4

If the committee is unable to reach a consensus regarding a resolution or the Department Director fails to accept the recommendation of the committee, the matter may be referred to an arbitrator for final determination, provided that such referral will take place within thirty (30) calendar days of the **COUNTY's** Step 3 response. Only the **UNION** or the **COUNTY** may submit a grievance to arbitration.

Section 3 – Arbitration

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection will be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains. It is understood that in the event either party objects to the list of names supplied by the State Mediation and Conciliation Service, a second list may be requested.
- (B) The arbitrator will have no authority to add to, subtract from, alter, modify, amend, vacate or change any terms or conditions of this *Agreement*, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this *Agreement*, nor will the arbitrator decide on any condition which is not specifically treated in this *Agreement*. The standard of review of the arbitrator is whether the **COUNTY** violated, misapplied, or misinterpreted a specific term(s) of this *Agreement*.
- (C) The Award of the Arbitrator may or may not include back pay provided, however, that any back pay award will not be in excess of the actual amount of salary lost during the period from fourteen (14) days prior to filing the grievance until implementation of the arbitrator's award, less any compensation that the employee received, including unemployment compensation.
- (D) The decision of the arbitrator will be submitted within thirty (30) calendar days following the presentation of the case, and such decision will be final and binding on both parties.
- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration will pay the full expenses and Arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** will assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator will identify the losing party in the arbitration hearing and so state in the written decision to both parties.

Section 4 – General Provisions

- (A) All meetings and hearings under this procedure will be kept informal and private, and will include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure will be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** will designate authorized representatives to investigate and process grievances on behalf of the **UNION** and will notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, will be held during the regular hours, on County premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** will not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue.
- (F) A resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, will have the same effect as an Arbitration award on the department.

Section 5 – Time Limits

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, will be agreed upon via email.
- (B) Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement will cause the grievance to become null and void.
- (C) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

ARTICLE 7
GENERAL PROVISIONS

Section 1 – Employee Information

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide copies of this *Agreement* to new employees.

Section 2 – Personnel File

- (A) The **COUNTY** will maintain records relative to each employee's performance, promotion, discipline, substantiated, or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There will only be one (1) official Personnel File and that file will be maintained in Human Resources. The official Personnel File will be available to the employee and their designated representative for review and copying. Upon request, the employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (B) Employees will be made aware of all documents placed in their Personnel File. Any member of the bargaining unit who disagrees with the content of a document which is critical of the employee placed in their Personnel File may prepare a written rebuttal and have such rebuttal document placed in their Personnel File provided that such documentation be submitted to Human Resources via the Department Director within thirty (30) calendar days of the date stated on such negative document. The Department Director must submit said documentation to Human Resources within five (5) days of receipt.
- (C) It will be understood that any document added to an employee's official Personnel File without the employee's knowledge will not be considered against the employee in any action affecting said employee.
- (D) Any member of the Bargaining Unit may be permitted to add job-related documents pertinent to their employment to their Personnel File provided that such documentation be submitted to Human Resources via the Department Director.

Section 3 – Expense Reimbursement

- (A) Employees required by the **COUNTY** to remain overnight outside their immediate area of residence will receive reasonable reimbursement of actual expenses incurred for lodging and meals, provided however, that reimbursement for meals will not normally exceed the effective APM rate on the day the expense was incurred, unless prior approval is secured from the Department Director. **COUNTY** may make arrangements for the employee's overnight lodging or, at the employee's option, the employee may arrange lodging at another establishment and receive reimbursement not to exceed the cost the **COUNTY** would have paid for the arrangements it would make.
- (B) Receipts for lodging expenses are to be turned in with the report of expenses incurred.
- (C) Employees required to use personal vehicles in the performance of job duties, or who are required to work at a location other than their established reporting place, will be reimbursed mileage expenses at the then-current rate as established by the Board of County Commissioners.

- (D) This provision is strictly for reimbursement for meals actually purchased. Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, will be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
- (1) Breakfast - when the employee must leave their residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of their normal departure time.
 - (2) Lunch - when the conference, seminar or training session spans the employees normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.
 - (3) Dinner - when the employee's return from the conference, seminar or training session location to their regular duty station or residence, whichever is sooner, will be more than two (2) hours after said employee's normal quitting time to reach their residence.
 - (4) Receipts will be required for meals when not electing to receive per diem.
- (E) Employees will exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement should directly and clearly relate to the conduct of **COUNTY** business.

Section 4 – Work Rules

The **COUNTY** will furnish the **UNION** a copy of work rules and regulations in writing in a timely manner. The **COUNTY** will make work rules available to all employees.

Section 5 – Personal Gear

- (A) For bargaining unit employees directing field activities, including equipment maintenance, as a major portion of their responsibilities the **COUNTY** will non-probationary and promotional probationary employees three hundred dollars (\$300) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees will receive one hundred and fifty dollars (\$150) the first paycheck following March 1 and one hundred and fifty dollars (\$150) the first paycheck following September 1.
- (B) Non-probationary and promotional probationary employees who generally work indoors, but who are assigned to work outdoors on a seasonal or part-year basis, will receive an annual allowance equal to fifty percent (50%) of the amount provided in subsection (A) above for work-related personal gear, such as gloves, boots and rain gear, subject to the following:
- (1) To be eligible for the payment, an employee must work outdoors full time for at least sixty (60) work days on a seasonal or part-year basis during the calendar year prior to the payment date. Work days do not need to be consecutive for purposes of this provision.
 - (2) Eligible employees will receive the payment referenced herein on or about March 1 of the year following the completion of the qualifying outdoor work.
- (C) The **COUNTY** will provide non-probationary and promotional probationary employees who regularly work on the oiling, crack sealing and paving crews an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees will receive fifty dollars (\$50) on the first paycheck following September 1.
- (D) Employees who complete the probationary period between payment dates will receive a pro-rated amount based upon the number of full months between the time they complete the probationary

period and the next payment date.

- (E) The **COUNTY** may require that employees wear such work-related personal gear.
- (F) Questions concerning the adequacy of work-related personal gear will be referred to the Safety Committee. The decision of the Safety Committee will be binding on the **COUNTY** and the employee.

Section 6 – COUNTY Provided Gear

- (A) The **COUNTY** will provide any required special gear, such as hip boots, chest waders and rubber gloves, which is required for special work activities. The **COUNTY** will maintain at all times the functional quality of protective gear or equipment furnished by the **COUNTY**.
- (B) All special gear must be returned to the **COUNTY** in reasonable condition following use. Employees will be charged the then current replacement rate for equipment or gear not so returned.

Section 7 – Uniforms

When the **COUNTY** requires employees to wear uniforms the **COUNTY** will provide the employee with the uniform.

Section 8 – Hand Tools

The **COUNTY** will continue to issue appropriate hand tools as deemed necessary by the **COUNTY** for the performance of the job, provided, however, that such tools will be used for **COUNTY** business only and that the employee will be charged the then current replacement rate for tools not returned in reasonable condition.

Section 9 – Licenses

- (A) Employees will provide and maintain current any licenses required as a general condition of employment in their classification at their own expense.
- (B) The cost of any special licenses required of employees for their special job, but not normally required of their classification, will be borne by the **COUNTY**.

Section 10 – Parking

COUNTY will not initiate parking rate increases in advance of the market but may match increases in the market while maintaining employee subsidy at current percentage discounts.

Section 11 – Qualified Transportation Fringe Plan

For employees reporting to the Public Service Building for their normal daily duty assignment, **COUNTY** will pay ½ (50%) of employee's quarterly LTD bus pass. Employees will purchase the bus pass directly from LTD, and submit receipt to the Public Works payroll contact for reimbursement in the following pay-period. If employee elects to enroll in the **COUNTY's** Section 132 Qualified Transportation Fringe Plan, reimbursement will be made on a non-taxable basis subject to the provisions of the plan. This benefit will be for the life of this contract.

ARTICLE 8
SELECTION/PROMOTION

Section 1 – Job Posting

Each vacant bargaining unit position, except those filled by lateral transfer, will be posted for employment applications.

Section 2 – Veteran Preference

The **UNION** and the **COUNTY** agree that veteran preference applies to all positions represented by Union when a competitive process is being followed, whether a job is posted internally or externally. Further, the Union and the County agree that all veterans who meet the minimum qualifications and any special qualifications will receive an employment interview.

Section 3 – Legal Requirements

The **COUNTY** and the **UNION** both recognize that there may be a legal requirement to place an employee into a position due to the reinstatement rights of an injured worker, an employee returning from military or other protected leave, a court order, an accommodation under the Americans with Disability Act, or similar mandated rights that may take precedence over the provisions of this Article.

Section 4 – Promotional Preference

Lane County will notify all employees represented by the **UNION** prior to posting a job. If at least three (3) (qualified) bargaining unit employees for whom the position would represent a promotional opportunity express interest in the job, Lane County will post the job internally. Regular, non-probationary bargaining unit employees who complete an official employment application during the posting period, specified in Section 1 above, and who meet the minimum qualifications for the classification will be eligible for promotional preference for all bargaining unit positions, subject to the following:

- (A) Promotional preference eligibility will be based on: (a) meeting the minimum qualifications for the classification; (b) scoring at least seventy percent (70%) on an examination and/or supplemental questionnaire and/or other testing tools as determined by the **COUNTY** to be appropriate for the vacant position; (c) veteran points awarded to internal and eligible employees represented by the **UNION**. An employee may elect to re-submit their score from a previous application for a position in the same classification within the same specialized task area for a period of one (1) year.
- (B) A perfect score on the examination and/or supplemental questionnaire and/or other testing tools combined will equal one hundred (100) points. All employees who achieve a score of at least seventy percent (70%) will receive seniority points at the rate of two (2) points for each full year of employment up to a maximum of twenty (20) points (10 years of service).

Section 5 – Referral

- (A) Promotional candidates who scored a minimum of seventy percent (70%) on the examination and/or supplemental questionnaire will be given promotional preference in the order of their total score as determined by Section 4 (B), above. All veterans who meet the minimum qualifications and any special qualifications for the job will receive an employment interview.
- (B) Other promotional candidates who meet the minimum qualifications for the classification will be placed in the list of potential candidates in the order of their score on the examination and/or supplemental questionnaire only.
- (C) If three (3) or more bargaining unit candidates qualify for promotional preference, only bargaining unit candidates and veterans who meet the minimum qualifications and special qualifications for

the job will be referred for an employment interview. If fewer than three (3) bargaining unit candidates qualify for promotional preference, the top candidates, as determined by Lane County from all sources, but specifically including all promotional preference candidates per paragraph (A) above and all veterans who meet the minimum qualifications and special qualifications, will be referred to the appointing authority for an employment interview.

- (D) If one (1) or more potential candidate(s) for an authorized, budgeted 1040-hour temporary or seasonal position served in a substantially like or similar 520 or 1040 position within the preceding twelve (12) months, AND if the performance was considered successful by **COUNTY** and documented as such, AND if a Human Resources Analyst has determined that the candidate meets the minimum required qualifications for the position THEN the **COUNTY** may fill the position directly with the candidate without posting a recruitment announcement and without a competitive process.
- (E) The appointing authority may select any one of the candidates.

Section 6 – Transfers

- (A) The Department Director, or designee, may reassign an employee from one work site to another within the same classification.
- (B) Whenever possible, the Department Director, or designee, must give an employee fourteen (14) calendar days' notice of a reassignment if the reassignment is being made without the employee's consent.
- (C) The Department Director, or designee, may, with the consent of the employee, transfer an employee from one authorized position to another within the same occupational field provided the salary ranges are within five percent (5%) and that the minimum requirements for the new classification are not substantially different than those for the classification currently occupied.
- (D) If an employee is interested in initiating a reassignment or transfer, the employee must follow the applicable departmental procedure. If there is no established procedure, a written request may be submitted to the Department Director.
- (E) The Department is not required to fill a position with a reassignment or transfer candidate. The Department may elect to fill the position through the normal recruitment and selection procedures.

Section 7 – Reclassifications

The following will govern the effect of the **COUNTY** exercising its right to reclassify filled positions in the bargaining unit:

- (A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the new classification.
- (B) If, over time, the complexity or level of responsibility of a position increases:
 - (1) The Department may submit a request for reclassification to Human Resources.
 - (a) The **COUNTY** agrees to meet and discuss the reasoning behind any Department initiated classification reviews affecting **UNION** members brought forward by a Department, prior to Human Resources accepting the request and completing a review.
 - (b) It is not the intention of the **COUNTY** under any classification review to reclassify positions currently represented by the **UNION** outside of the **UNION**.
 - (2) The employee may request a reclassification from the Department.

- (3) Affected employee(s) will be notified of all requests for reclassification.
- (C) If an upward reclassification is predicated on a reorganization, all interested employees within the Department presently classified in the next lower classification level and who meet minimum qualifications will be interviewed for the position. Selection will be based on experience, qualifications and seniority from amongst those employees interviewed. The **UNION** and all eligible employees will be notified of the opportunity.
- (D) If a position is reclassified downward, the layoff procedures of this *Agreement*, Article 16 will take effect, unless the incumbent employee elects voluntary demotion. If an employee is demoted under these circumstances, their salary will not be reduced.
- (E) The **UNION** will be notified of all reclassifications within fourteen (14) days of final decision.
- (F) If a reclassification is based on (B)(1) or (B)(2), then there is not a new probationary period.

Section 8 – Flex Staff Series

After an employee has successfully completed the probationary period and been employed at the entry level in a flexibly staffed classification for a period of twelve (12) months, the employee may be advanced to the journey level subject to the following:

- (A) The employee is remaining in the same position that has been identified and approved by the Department as a flexible position.
- (B) The employee meets the minimum qualifications for the journey level, including all licenses, certifications and endorsements required for the position.
- (C) The employee is performing, at an acceptable level, the duties of the journey level.
- (D) The Department Director, or designee, will have ultimate and final authority to approve or disapprove any movement from the entry level to the journey level.
- (E) Upon moving from the entry level to the journey level, an employee will be placed on a step in the journey level pay grade that does not result in a decrease.
- (F) Flexibly staffed classifications are those classifications identified in Appendix A.

Section 9 – Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process, it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY's** opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** will notify such employee fourteen (14) days prior to the effective date of such rejection, or at the option of the **COUNTY**, will provide two (2) weeks' pay in lieu of such notice.
- (C) New employees employed in classifications represented by the **UNION**, will serve a probationary period of one (1) continuous year worked in that classification.

- (D) Employees who are transferred from one position to another, but do not change classification, will not serve a probationary period.
- (E) Employees who are promoted to another classification will serve a new probationary period. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new position or classification, at any time during the probationary period, will be returned to the previously held position or classification in the former division. Employees rejected in probation will not be eligible to compete for a position in the same classification within the same specialized task area for a period of one (1) year.
- (F) Any probationary employee not notified of performance deficiencies noted during the first one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 1 – Workday/Work Week

The workday is defined as twenty-four (24) hours commencing at 10:00 p.m. The work week is defined as seven (7) consecutive workdays in the calendar week commencing at 10:00 p.m. on Friday and ending at 9:59 p.m. on the following Friday.

Section 2 – Normal Work Schedule

An employee will normally receive two (2) consecutive days off, but not necessarily in the same work week.

Section 3 – Employee Work Schedule

- (A) 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** will notify the affected employee(s) and the **UNION** ten (10) calendar days prior to implementation of such changes. An employee may waive the ten (10) day notice requirement of this Paragraph.
- (B) Temporary work schedule changes for the purpose of meeting statutory requirements will not be subject to the provisions of this Section. Emergency is defined as any unforeseeable circumstance or situation reasonably requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**. With regard to changes in contractors' work schedules that don't allow the **COUNTY** to provide the notice required in paragraph (A) above, **COUNTY** may make necessary schedule changes, but will provide notice to the extent possible and will make reasonable effort to mitigate the adverse impact of such schedule changes on employees. Following completion of work by contractor or alternate work schedule, **COUNTY** will not be obligated to return employee to their regular work schedule during the duration of the week unless the employee has not accumulated forty (40) hours of regular paid time in that work week.
- (C) Work schedules will not be temporarily changed for the purpose of avoiding the wage provisions of this *Agreement*.
- (D) It is understood that employees will not have the privilege of selecting work schedules. However, the **COUNTY** will make a good faith attempt to avoid making change in working schedules which result in an expressed undue hardship to affected employees and will within operational limitations consider requests for shift preference. Upon request, the **COUNTY** will arrange to meet with the employee and the **UNION** in an attempt to resolve any conflicts. The **COUNTY** will have the final decision in all cases.
- (E) Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts will not be required to work more than seven (7) continuous days on a shift change without a day off.

Section 4 – Alternate Work Schedules

- (A) In the event the **COUNTY** initiates work schedule changes resulting in a change in the number of days per week or hours per day to be worked, the **COUNTY** will include with the notice an explanation of any changes in overtime calculations.
- (B) An employee may submit a written request to their supervisor for a change in regular work hours and/or workdays of their work schedule. Such requests may provide for a four (4), ten (10) hour

day or a four (4), nine (9) hour day and one (1), four (4) hour day.

- (C) When an employee works an alternate work schedule pursuant to (A) or (B) above, all hours worked pursuant to the schedule will be considered regular hours and not subject to the overtime provisions of this *Agreement*. It is agreed that in no event will an employee be required to work more than forty (40) straight time hours in the work week.
- (D) The granting or denial of any request for an alternate work schedule will be at the sole discretion of the Department and will not be subject to the grievance and arbitration provisions of this *Agreement*.

Section 5 – Overtime

- (A) When the **COUNTY** requires non-exempt employees to work overtime, the following will apply:
 - (1) Authorized overtime work will be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the Department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
 - (2) Except as modified by Section 4 above, all work performed in excess of eight (8) hours in any one workday, or forty (40) hours in any work week, will be considered overtime work.
 - (3) The **COUNTY** will be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. All overtime requires approval of the supervisor.
 - (4) It is understood that for the purposes of overtime calculations, employees working shifts which overlap workdays will be assumed to have completed their shift on the day in which it commenced.
 - (5) Overtime will be compensated only once for the same hours worked.
 - (6) Overtime will be calculated to the nearest one-tenth (1/10) hour worked.
 - (7) Any non-exempt employee, having worked on each of seven (7) consecutive days, will be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day.
 - (8) The classifications exempted from the provisions of this section are listed in Schedule B attached hereto.
- (B) When the needs of the **COUNTY** require Professional (exempt) employees to work overtime, the following will apply:
 - (1) Overtime work will be compensated at the rate of one (1) hour of compensatory time off for one (1) hour of overtime worked.
 - (2) All hours in excess of forty (40) hours in any work week will be considered overtime work.
 - (3) The **COUNTY** recognizes the professionalism and good judgment of its exempt staff and expects these employees to exercise prudent judgment in the scheduling of their time to minimize any overtime work. All overtime requires supervisory approval.
 - (4) Overtime will be compensated only once for the same hours worked.
 - (5) Overtime will be calculated to the nearest one-tenth (1/10) hour worked.
 - (6) Compensatory time earned for overtime work may either be coded to be paid on the

paycheck for the period in which it is earned or to be accumulated for use or payoff at a later date.

- (A) Compensatory time off will generally be approved at the mutual convenience of the employee and the **COUNTY** with the intent to avoid extensive accumulations of compensatory time.
- (B) If, in the opinion of the Department Director, an employee is not exercising good judgment and is building excessive compensatory time accumulations, the employee may be scheduled to take the accumulated time off and be required to use any additional compensatory time earned within the pay period in which it is earned.
- (C) In order to maintain reasonable compensatory time off balances, on March 31 of each year, the Department Director will review all balances and may elect to pay off excessive balances rather than scheduling the employee to take time off pursuant to paragraph (D) above. At other times, an employee may request payment for earned compensatory time off. All such payment will be one (1) hour pay for each hour of compensatory time converted, at the employee's normal straight time rate.
- (D) Any unused accumulated compensatory time off will be paid out at the time of termination or transfer to another division.
- (E) At the request of the **UNION**, three (3) **UNION** representatives will meet with an equal number of **COUNTY** representatives to make a good faith effort to resolve overtime issues regarding six (6) and seven (7) day per week operational schedules.

Section 6 – Meal/Rest Periods

- (A) Employees will be allowed one (1) rest period of fifteen (15) minutes duration in each one-half (1/2) shift, which insofar as is practicable, will be in the middle of each half-shift, such time to begin when the employee leaves their work station, and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time will be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours duration.
- (C) Unpaid meal periods will not be less than thirty (30) minutes, nor more than one (1) hour in duration.
- (D) Employees required by the **COUNTY** to work in excess of two (2) hours beyond their regular scheduled shift will be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is understood that the duration of such periods will be determined by the **COUNTY**.
- (E) Should the **COUNTY** return to swing and graveyard shifts, employees who work on these shifts will receive a paid meal period not to exceed one-half (1/2) hour in duration, and will be subject to call by the **COUNTY**.

Section 7 – Cleanup Time

Where work conditions require, employees will be afforded fifteen (15) minutes for the purpose of cleanup prior to the conclusion of the work day.

Section 8 – Reporting Place

- (A) Non-exempt employees will report to their regular place of reporting so as to begin work at the

designated starting time and will return to their reporting place so as to be off work by the designated quitting time.

- (B) Professional (exempt) employees will report to work so as to meet the requirements of their jobs.

Section 9 – Call Back/Reporting Time

- (A) Any non-exempt employee who is called back to work prior to their next scheduled shift will be guaranteed a minimum of four (4) hours' work.
- (B) An employee who reports for work as scheduled and upon reporting finds no work available will be guaranteed a minimum of four (4) hours' pay at the applicable straight or overtime rate, provided that such lack of work is not due to circumstances beyond the control of the **COUNTY**.
- (C) It is understood that the provisions of this Section are applicable only to the extent that such employees accept any work available.

Section 10 – Shifts

Day shift will be any shift commencing subsequent to 6:00 a.m. and ending prior to 6:00 p.m.; and the night shift will be any shift commencing subsequent to 6:00 p.m. and ending prior to 6:00 a.m.

Section 11 – On-Call Time

No bargaining unit employee will be required to accept work-related phone calls after normal working hours nor be available for work or assignment on a standby basis except as follows:

- (A) Employees classified as Lead Maintenance Specialist, working as the Lead Electrician, or Engineering Analyst, working as the traffic operations supervisor, or Technical Specialist assigned by management may be required to be available for work or assignment on a continual standby basis where necessary for **COUNTY** operations. Continual standby will not exceed two (2) weeks in duration with at least two (2) weeks between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. The **COUNTY** will pay the assigned staff one hundred eight-four dollars (\$184) per two (2) week period (\$13.14 per day) as compensation when the employee is required to be on continual standby. The **COUNTY** may assign a vehicle for commuting to and from their job in exchange for responding to work-related call-out in lieu of standby pay.
- (B) Employees classified as Shop Supervisor and Lead Mechanic may be required to be on-call after normal working hours and to respond to work related call-out. The **COUNTY** will pay the Shop Supervisor two hundred dollars (\$200) per month and the Lead Mechanic one hundred and fifty dollars (\$150) per month as compensation for on-call status.
- (C) The **COUNTY** may assign **COUNTY** vehicles to employees who can then be required to accept work-related telephone calls after normal hours and to respond to work related call-out. In such cases, **COUNTY** vehicles will only be used for authorized **COUNTY** business except that they may be used by the employee for commuting to and from their job.
- (D) Employees classified as Solid Waste Supervisor, Senior Solid Waste Supervisor, Parks Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinating Engineering Associate, Waste Management Engineer, Compliance Technical Specialist, Lead Worker or Lead Worker Parks may be required to be on-call after normal working hours and to respond to work related call-out. The **COUNTY** will pay the Solid Waste Supervisor, Senior Solid Waste Supervisor, Parks Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinating Engineering Associate, Waste Management Engineer or, two hundred dollars (\$200) per month, and the Compliance

Technical Specialist, Lead Worker or Lead Worker Parks one hundred and fifty dollars (\$150) per month as compensation for on-call status provided the employee is required to be on-call during the month and is not authorized use of a **COUNTY** vehicle for commuting to and from their job in exchange for responding to work-related call out. If the Solid Waste Supervisor, Senior Solid Waste Supervisor, Park Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinating Engineering Associate, Waste Management Engineer, Compliance Technical Specialist, Lead Worker or Lead Worker Parks is authorized use of a **COUNTY** vehicle for commuting to and from their job during any given month other than occasional isolated use, the employee will not be eligible for the two hundred dollars (\$200) or one hundred fifty dollars (\$150) call-out premium for that month.

- (E) Employees who are authorized use of a **COUNTY** vehicle for commuting to and from their job in exchange for responding to work-related call-out on or after the effective date of this *Agreement* will be provided ninety (90) days advance written notice if such authorization is withdrawn. It is understood that this provision does not apply to authorizations that are clearly of a temporary or seasonal nature.
- (F) Employees who are required to be on-call or on standby during off-duty hours will be compensated at the rate of one (1) hour regular wage per day on scheduled work days and two (2) hours regular wage per day on scheduled days off. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee will be required to be on-call more than fourteen (14) days in a twenty-eight- (28) day period.
- (G) This Section does not apply in cases of emergencies as officially declared by the Board of County Commissioners.

ARTICLE 10
WAGES

Section 1 – Salary Range Adjustments

- (A) The salary range for each presently established job classification will be as set forth in Schedule A.
- (B) Effective the first full pay period following ratification and board approval current bargaining unit employees that were on the payroll on or after July 1, 2019, will receive a one and one half percent (1.5%) cost of living adjustment and the pay ranges will be changed to reflect the increase.
- (C) Effective the first full pay period following July 1, 2020, compensation for each presently established job classification will be increased by two percent (2%).
- (D) Effective the first full pay period following July 1, 2021, compensation for each presently established job classification will be increased by two percent (2%).
- (E) Effective the first full pay period following July 1, 2019, employees on the payroll on the date of ratification and approval by the Board of County Commissioners will move to the newly negotiated pay scale on the step closest to their current wage that does not result in a pay decrease. Those employees who are on step one or two of the pay scale on July 1, 2019 will have their merit date reset to July 1, 2020.
- (F) Employees on the payroll the first full pay period following July 1, 2019 whose wage adjustment on the newly negotiated scale results in an increase of less than one half percent (0.5%) will receive a one-time payment of four hundred fifty dollars (\$450.00).

Section 2 – Steps in Compensation Plan

- (A) The compensation plan will be based on a seven (7)–Step salary schedule in the manner shown on Schedule A.
- (B) The anniversary date for any employee to move between steps of the compensation plan will occur at twelve (12) month intervals provided the employee has achieved a “competent” (“successful”) or better rating on their performance evaluation.
- (C) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee will advance to the next higher step.

Section 3 - New or Revised Classifications

Should the **COUNTY** establish a new, or substantially modify an old or existing classification, the following will apply:

- (A) A proposed wage rate will be established by the **COUNTY** and provided to the **UNION**.
- (B) The rate proposed by the **COUNTY** will be deemed as agreeable to the **UNION** at the end of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations for over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the provisions of Article 17, Section 1 will apply.

- (D) No new or modified classification will be effective until such time as the Board of County Commissioners ratifies the regular wage rate.

Section 4 – Salary Protection

No employee will have their salary reduced because of the establishment of a new, or by substantially modifying an existing, classification pursuant to Section 3 of this Article.

Section 5 – Out of Class

- (A) An employee temporarily transferred from a job at a lower rate of pay to a job classification at a higher rate of pay for a period in excess of one (1) hour will be paid at the higher rate in accordance with normal promotional policy for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees will not be assigned in a trainee status solely for the purpose of avoiding the provisions of this section.
- (B) All assignments in training will be authorized in writing upon the employee's request.

Section 6 – Registration Differential

- (A) Any Engineering Analyst who is a Registered Professional Engineer within the State of Oregon will receive a five percent (5%) salary incentive and wage differential for holding and the use of such valid registration as agreed to between the **COUNTY** and the employee.
- (B) Any Engineering Analyst who is registered as a Professional Land Surveyor within the State of Oregon and routinely performs technical and functional supervision of assigned technical staff for complex survey projects will receive a five percent (5%) salary incentive and wage differential for holding and the use of such valid registration in the following working titles as agreed to between the **COUNTY** and the employee:

Supervising Senior Associate Surveyor
Associate Surveyor
- (A) Any Engineering Analyst who is Registered as a Professional Land Surveyor within the State of Oregon or who possesses an Engineer-In-Training (EIT) certification; any Public Works Analyst working as a park planner who is Registered as a Landscape Architect; or, working as a Right of Way Agent who is Registered as a State Certified Appraiser under the provisions of ORS Chapter 674, will receive a three percent (3%) salary incentive and wage differential for holding and the use of such valid registration as agreed to between the **COUNTY** and the employee.
- (B) Employees holding said Professional Registrations will not be required to place their seal on any over work which they have not had control or responsibility.
- (C) An employee who possesses more than one (1) professional registration addressed in this Section may receive only the one (1) salary incentive and wage differential most applicable to their job.
- (D) A Maintenance Specialist, Lead or Maintenance Supervisor working as a lead or supervising traffic system electrician required by the **COUNTY** to hold a "Supervising Electrician" State License will receive a five percent (5%) salary incentive and wage differential for holding and use of such valid license as determined by the **COUNTY**.

Section 7 – Direct Deposit

- (A) All employees will have their payroll transmitted via direct deposit. Employees may view their information on Employee Self Service.

- (B) Direct deposit may be made to an unlimited number of financial institutions at any one time.
- (C) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 8 – Shift Differential

- (A) Night shift will be any shift commencing subsequent to 6:00 p.m. and ending prior to 6:00 a.m.
- (B) Classifications eligible are Lead Worker, Road Maintenance Supervisor, Senior Road Maintenance Supervisor, Bridge Supervisor and Sign Shop Supervisor when extreme weather and other natural conditions necessitate night shift operations.
- (C) Regular, probationary and non-probationary employees in the classifications above whose work assignment is the night shift will receive an additional three percent (3%) above their regular hourly rate of pay, subject to the following:
 - (1) If an employee works at least one-half (1/2) of their regular work assignment within the night shift the employee will receive the differential for the entire work shift.
 - (2) If an employee works less than one-half of their regular work assignment within the night shift, the employee will receive the differential for a minimum of one-half (1/2) the total hours of their work shift.
- (D) Regular, probationary and non-probationary employees assigned to direct field support of construction projects whose work assignment is the night shift will receive an additional three percent (3%) above their regular hourly rate of pay subject to the requirements in (C) (1) and (2) listed above.

Section 9 – Deferred Compensation Contribution

- (A) For employees in regular positions, the **COUNTY** will contribute three percent (3.0%) of the employee's PERS subject wage rate to the **COUNTY's** deferred compensation providers.
- (B) Effective January 1, 2020, each eligible and qualified new employee will be auto-enrolled in the deferred compensation program with an employee contribution of two percent (2.0%) of their wage. Employees can choose to opt out of the contribution, or increase the contribution amount.
- (C) Employees will be responsible to assure that their account does not exceed the maximum allowed under IRS rules.

Section 10 – Minor Payroll Adjustments

The **UNION** agrees that the **COUNTY** may make minor adjustments to an employee's wages, up to a maximum dollar amount of twenty five dollars (\$25.00) per pay period, without receiving the employee's written agreement in advance of the change. This is intended to allow for payroll correction to rate of pay and/or number of hours paid that might result in an error to an employee's payroll check.

ARTICLE 11
LEAVE TIME AND HOLIDAYS

Section 1 – Holidays

(A) The following days will be recognized and observed as paid holidays subject to the provisions of paragraphs (B) and (C) of this Section:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday (3rd Monday in January)	(1st Monday in September)
Presidents' Day (3rd Monday in February)	Veterans' Day (November 11)
Memorial Day (Last Monday in May)	Thanksgiving Day
Independence Day	Christmas Day

(B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee will mean any regular employee who:

- (1) Reports for work on their last scheduled work day prior to, and first scheduled work day following, the holiday; and
- (2) Whose scheduled work day or paid leave prior to or following the holiday falls within two (2) calendar days of the holiday.

(C) Holiday Pay

(1) Full time eligible bargaining unit employees will be compensated for each holiday as follows:

- (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section are working a five (5) day, eight (8) hour work schedule will have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight (8) hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section are on a four (4) day, ten (10) hour schedule, the eligible employees will receive ten (10) hours compensation for the holiday.
- (2) Part time eligible bargaining unit employees will be compensated for holidays on a pro rata basis using the percentage of full time the employee worked in the previous two (2) pay periods as a base.
- (3) Compensation for holidays will be as per the following:
- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, or
 - (b) Time off at the mutual convenience of the employee and the **COUNTY**, for each designated holiday which falls on a day the employee otherwise would not work.

- (c) In addition to compensation under (a) or (b) above, a non-exempt employee required to work on a holiday will receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday.
 - (4) Employees called to work on the holiday, but who do not report, will forfeit holiday pay unless such absence is excused.
 - (5) It is understood that the pay provisions of this Section will not apply to those classifications found to be exempt in accordance with Article 9 of this *Agreement*. Such exempt employees who are required to work on a designated holiday will receive straight time pay for hours worked on the holiday and alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (D) Holidays on Day off

Whenever a holiday will fall on an employees scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) will be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday will be designated as the holiday.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday will not be charged against such leave or vacation.

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, will be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work will be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year.

Section 2 – Time Management

(A) Purpose

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

(B) Eligibility

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

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

(C) Accumulation

- (1) Eligible non-exempt employees with the most recent hire date on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 2 yrs.)	23.0 days/yr.	7.077 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	26.0 days/yr.	8.000 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	29.0 days/yr.	8.923 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	32.0 days/yr.	9.846 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	35.0 days/yr.	10.769 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	38.0 days/yr.	11.692 hrs./pay period
289 mos. + (24 + yrs.)	41.0 days/yr.	12.615 hrs./pay period

- (2) Eligible Professional (exempt) employees with the most recent hire date on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	41.0 days/yr.	12.615 hrs./pay period
289 mos. + (24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

- (3) Eligible non-exempt employees with the most recent hire date on or after January 1, 2016 will accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 to 1 yr.)	20.0 days/yr.	6.154 hrs./pay period
13 - 24 mos. (1 to 2 yrs.)	23.0 days/yr.	7.077 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	26.0 days/yr.	8.000 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	29.0 days/yr.	8.923 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	32.0 days/yr.	9.846 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	35.0 days/yr.	10.769 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	38.0 days/yr.	11.692 hrs./pay period
289 mos. + (24 + yrs.)	41.0 days/yr.	12.615 hrs./pay period

- (4) Eligible Professional (exempt) employees with the most recent hire date on or after January 1, 2016 will accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 12 mos. (0 to 1 yrs.)	23.0 days/yr.	7.077 hrs./pay period
13 - 24 mos. (1 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	41.0 days/yr.	12.615 hrs./pay period
289 mos. + (24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

(D) Part-time employees

Eligible part-time employees will accrue and use time off under this program on a pro rata basis,

based upon the percent of full time equivalence authorized for the position

(E) Existing Vacation

Employees with an existing vacation balance as of June 30, 1987, will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance will be paid out at the then current salary rate on a one for one (1:1) basis.

(F) Usage

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 4 of this Article, or paid holiday will be charged against the employee's accrued leave balance. Earned leave will accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

(G) Maximum Accumulation

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

(H) Termination

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

(I) Death

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

(J) Scheduling

- (1) Employees will, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.
- (2) The **COUNTY** may require substantiation of illness or emergency whenever a pattern of excessive use of time management leave without prior supervisor approval interfering with operations has been documented.
- (3) Employees may submit written requests for leave. Such requests will be deemed approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead; within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of the advance time for requests submitted less than two (2) weeks ahead.

(K) Conversion

- (1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
 - (a) The maximum number of time management hours and vacation hours that can be converted into cash compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty-hours (80), whichever is the lesser.
 - (b) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to two hundred (200) hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

(L) Layoff/Recall

- (1) Employees who are laid off may sell back up to a maximum of eighty (80) hours of time management on a one-to-one (1:1) basis, including any time management they may have already sold back in that year, regardless of whether or not they have taken or scheduled eighty (80) hours of time management leave.
- (2) Employees who are recalled from layoff may buy back, within one (1) year of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

Section 3 – Occupational Illness or Injury

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

- (A) Employees with less than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one (1) day per month of employment.
- (B) Employees with more than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time will not be charged against any earned leave balance.

Section 4 – Disability Leave

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds the eighty (80) hours elimination period, the **COUNTY** will provide compensated time off at:
 - (1) the regular rate of pay for the first two (2) weeks, or any part thereof, of disability;
 - (2) ninety percent (90%) pay for the next two (2) weeks, or any part thereof;
 - (3) eighty percent (80%) pay for the next two (2) weeks, or any part thereof;
 - (4) seventy percent (70%) pay for the next two (2) weeks, or any part thereof;
 - (5) sixty-six and two-thirds percent (66-2/3%) for any remaining disability period.

All disability leave pay is less any Workers Compensation Benefits for which the employee may be entitled following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only

sick leave used during the first fourteen (14) calendar day period will be charged against the employee's accrued time management balance.

- (B) An employee whose disability leave exceeds two (2) weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, must offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Once an employee has received benefits under this provision, the employee will not be eligible to use accrued time management again for this occurrence until the employee has returned to work and subsequently suffered another illness or injury. Therefore, the decision to use accrued time management or vacation leave to offset the reduction from their regular pay must be made before receiving benefits.
- (C) It is understood that disability leave for any reason will not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (D) Employees who are on disability leave will not accrue Time Management.

Section 5 – Bereavement

Employees will be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out-of-state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family will be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of death. An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement runs consecutively to **COUNTY** paid bereavement leave and is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

Section 6 – Substantiation

It is understood that any time off charged to disability leave pursuant to Section 3 and Section 4 of this Article may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, DISCIPLINE AND DISCHARGE, of this *Agreement*.

Section 7 – Jury Duty

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, County, State or Federal Court will, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work will be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** will not change an employee's normal work shift because of jury duty.

Section 8 – Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence will be without pay except as specified elsewhere in this *Agreement*. Leaves of absence may be requested prior to the use of any accumulated leave time.

- (C) No payment for any leave of absence will be made until such leave has been properly approved. Requests for such leaves will be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps and **UNION**, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, will be considered as having resigned. The position will thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee who has been employed for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) calendar days or eleven (11) work days in any military fiscal year, whichever is less.

Section 9 – Unexcused Absence

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this *Agreement*, will be deemed to be an unexcused absence without pay and subject to disciplinary action including discharge.

Section 10 – Subrogation

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** will be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

ARTICLE 12
INSURANCE AND RELATED

Section 1 – Types of Insurance

- (A) The **COUNTY** agrees to cover its eligible and qualified regular probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below, except as described in paragraph (2) below. Should the costs of such programs increase during the life of this *Agreement*, or if new or improved benefits are instituted as a result of legislative action, such increases will be covered by the **COUNTY** whenever such changes become effective.
- (1) Employee and dependent health insurance, with major medical services, also known herein as the "Co-Pay" plan, or, at the option of the current employee, a "High Deductible Health Plan", with a Health Savings Account (HSA) or a Health Reimbursement Arrangement (HRA), known herein as the "HDHP" for employees whose most recent hire date is on or before December 31st, 2015. Both plans include coverage for a vision exam.
- (2) Employee and dependent health insurance, with major medical services, also known herein as the Plus Plan, or, at the option of the current employee, High Deductible Health plan with a Health Savings Account, known herein as the "HDHP", for employees whose most recent hire date is on or after January 1, 2016. Both plans include coverage for a vision exam.
- (B) Employee and dependent dental insurance.
- (C) Employee accidental death and dismemberment term life insurance to provide one times (1x) their annual salary, up to the limits of the plan (\$250,000). Employee term life insurance in the amount of one times (1x) annual salary, up to the limits of the plan (\$250,000).
- (D) Employee long-term disability insurance to provide sixty six and two thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan, ten thousand dollars (\$10,000) gross or six thousand six hundred sixty seven dollars (\$6,667) net per month.
- (E) The employee and dependent vision plan will be modified to include one (1) vision examination per year annually for those eighteen (18) and under and every other year for those nineteen (19) and older.
- (F) Supplemental Insurance. The **COUNTY** agrees to provide payroll deduction services for employees who elect to enroll and self-pay in one supplemental insurance policy subject to the **UNION's** choice.
- (G) Eligible and qualified regular part-time employees hired after July 1, 2003, who are regularly scheduled to work between twenty (20) and thirty (30) hours per week will receive employee-only health, dental and vision insurance. Such employees may elect to self-pay for purchase of dependent coverage under **COUNTY's** group plan.

Section 2 – Health Insurance Plan

- (A) The following health insurance plans are available to employees:
- (1) Employees whose most recent hire date is on or before December 31, 2015 will have the choice between two (2) point of service plans (the "Co-Pay Plan" or the "Plus Plan"), and a high deductible major medical plan with a health savings account (the "HDHP Plan").
- (2) Employees whose most recent hire date is on or after January 1, 2016 will have the choice

- between the Plus Plan or a high deductible major medical plan with a health savings account or health reimbursement arrangement (the "HDHP Plan").
- (3) For all employees who complete the annual "Live Well" Health Risk Assessment (LWHRA) which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review offered by the **COUNTY**, the **COUNTY** will provide a "Live Well" credit of twenty dollars (\$20) monthly to the employees' health contribution cost.
 - (4) For all employees who elect the "HDHP" plan the employee's monthly contribution is as follows: Employee Only = twenty dollars (\$20.00); Employee + Other (Children/Spouse or Domestic Partner/Family) = twenty dollars (\$20.00).
 - (5) For all employees who elect the Plus Plan, the employee's monthly contribution is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Spouse or Domestic Partner/Family) = fifty dollars (\$50.00).
 - (6) For all employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other= (Children/Spouse or Domestic Partner/Family) = seventy dollars (\$70.00).
 - (7) Effective the first pay period following January 1, for the plan year 2020, 2021 and 2022 for all employees who elect the HDHP with HSA or HRA Plan, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account.
 - (8) For employees who are recalled to a regular position and are eligible for benefits, the employee's most recent hire date prior to layoff will be used to determine which benefit plans they are eligible to enroll in.
 - (9) **COUNTY** will pay for local, state, service or other taxes on medical services (i.e., Hawaii's excise tax on medical services).
- (B) Opt Out
- (1) The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical and vision insurance coverage through the County plans.
 - (2) The monthly amount that an employee would receive is three hundred and fifty dollars (\$350.00) in lieu of medical and vision insurance coverage. This amount will be one hundred seventy five dollars (\$175.00) for part time employees hired on or after July 1, 2019 or ratification and approval by the Board of County Commissioners of this *Agreement*. Employees who are already covered under **COUNTY** insurance through another eligible participant will not be eligible for the opt-out provision.
 - (3) The employee will be required to provide proof of other coverage at the time of the declination of **COUNTY** medical and vision insurance, and is required to have continuous medical coverage.
- (C) **UNION** agrees to maintain an assertive duty to support plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%) during the term of this *Agreement*.

Section 3 – Insurance Enrollment

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan

(OPSRP) and the **COUNTY** will pay the employer's contribution.

(B) The **COUNTY** will contribute the employee's six percent (6%) to the Individual Account Program (IAP) administered by PERS.

(C) The Social Security System (FICA), for enrollment purposes, only.

Section 4 – Physical Exams

Except for employees in the Engineering Technician series, and the Engineering Assistant and Engineering Aide classifications, the **COUNTY** agrees to reimburse regular full time employees for all expenses not covered by insurance for physical exams effective after twelve (12) months of continuous service as per the following eligibility:

(A) Under thirty (30) years of age, once every three (3) years.

(B) Thirty (30) to thirty-nine (39) years of age, once every two (2) years.

(C) Forty (40) years of age and over, once every one (1) year.

Employees will be required to submit a copy of their insurance rejection notice prior to payment. In no case will the **COUNTY** pay for the employee's deductible under the health insurance plan.

Section 5 – Fitness Membership

For employees who report to work within a twelve (12)-mile radius of Delta or who otherwise choose to use this option, **COUNTY** will establish an organizational membership at a local health club/gym so that employees may work out on their personal time in order to maintain or improve their physical fitness. Should International Fitness, the current service provider, go out of business, **COUNTY** and **UNION** agree to reopen bargaining for this benefit.

For employees who report to work more than twelve (12) miles from Delta and who choose to establish a personal membership at a more convenient health club/gym, **COUNTY** will reimburse nineteen dollars (\$19) per month of an employee's receipted payment of the individual monthly membership fee.

Section 6 – Retiree Benefits

(A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years for the **COUNTY** prior to age seventy (70) will be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.

(B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years for the **COUNTY** prior to age seventy (70) will be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.

(C) Retired employees eligible for **COUNTY** health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.

(D) To qualify for retirement, and be eligible for **COUNTY**-paid health insurance, an employee must meet the years of **COUNTY** service requirement provided in subsection (A) or (B) herein and be receiving a PERS pension, or meet said **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.

(E) An employee who has otherwise qualified for health benefits pursuant to this Section, but is between the ages of 54 and 55, and is laid off pursuant to Article 16 of this *Agreement*, will be

entitled to immediately begin receiving the retiree health insurance benefits to which the employee would otherwise be entitled pursuant to this Section.

- (F) Employees hired on or after July 1, 1997, will not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (G) In order to provide an early retirement alternative to employees who have met the **COUNTY** years of service requirement, but who do not meet the age requirement for PERS retirement benefits, such employees must continuously self-pay their medical insurance premium for the period of time until age eligible and drawing PERS. Upon age eligibility for PERS retirement, the employee will be eligible for **COUNTY**-paid Retiree Medical benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

Section 7 – Personal Property

Loss or damage to personal property will be compensated for by the **COUNTY**, provided that:

- (A) The employee would reasonably be expected to be wearing or carrying the property in question in the performance of his/her job;
- (B) Such loss or damage occurs during the course of employment;
- (C) The loss was not the fault of the employee;
- (D) This provision does not apply to personal vehicles, electronic devices, jewelry or similar items.

ARTICLE 13
SAFETY

Section 1 – Safety Policy

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** 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 will be subject to disciplinary action that may include discharge.

Section 2 – Safety Committee

The **COUNTY** will maintain Public Works Safety Committees and a **COUNTY**-wide Safety Committee. The chairperson of the Public Works Safety Committees will be appointed by agreement of the majority per OAR 437-001-0765(4). The Chairperson will vote only in case(s) of a tie. The **UNION** will be represented on the Public Works Committees by two (2) representatives and on the **COUNTY**-wide committee by one (1) representative from the bargaining unit. The Director of Public Works will appoint departmental representatives equal in number to the total number of **UNION** representatives for all affected bargaining units.

Section 3 – Committee Functions

The Committee will perform the following primary functions:

- (A) The Committee will recommend minimum health and safety standards regarding working conditions to the Director of Public Works.
- (B) The Committee will recommend appropriate training programs on safety.
- (C) The Committee will be empowered to make recommendations on safety issues.
- (D) The Committee will function as an Accident Review Board. The Committee will have the authority to investigate accidents and make appropriate recommendations.
- (E) At no time will the Committee have authority to alter, modify, amend, vacate, supersede or change any terms or conditions of this *Agreement*.

Section 4 – Meeting Schedule

The Committee will meet at least once per month during regular work hours. Meetings will be scheduled at such times and in a manner that all business can be conducted during regular work hours.

Section 5 – Employee Responsibility

It is further understood that employees have an obligation not to perform an unsafe act which may cause injury to the employee or another. Employees will suffer no disciplinary action as a result of refusing to perform such unsafe acts.

Section 6 – Personal Protective Equipment

- (A) The **COUNTY** will provide necessary personal protective equipment, including coveralls, hard hats, hearing protectors and safety vests. When such protective equipment is provided, the **COUNTY** may require that employees use the equipment.
- (B) The **COUNTY** will provide non-prescription safety glasses where required. The **COUNTY** will reimburse up to twenty five dollars (\$25.00) once every two (2) years toward prescription safety

glasses.

- (C) All personal protective equipment must be returned to the **COUNTY** in reasonable condition following use. Employees will be charged the then current replacement rate for equipment or gear not so returned.

ARTICLE 14
TRAINING

Section 1 – Encouragement of Training

The **COUNTY** and the **UNION** recognize the need for training and development of employees in the bargaining unit and both encourage all employees to engage in training which will aid them in performing their jobs.

Section 2 – Employee Requests

An employee wishing training may submit a written request to their supervisor or Division Manager. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition and travel. The Division Manager will be the sole judge as to whether to grant, deny or to modify the request. There will be no appeal of the Division Manager's decision; provided, however, any agreement will be in compliance with the provisions of the Fair Labor Standards Act.

Section 3 – Required Training

When an employee is required by the **COUNTY** to take work-related training, the employee will be granted release time with pay for such training if it occurs during working hours. When an employee is required to take work-related training during non-working hours, the employee will be granted overtime pay or compensating time off subject to Article 9, HOURS OF WORK AND OVERTIME. For the purposes of this provision, overtime will include authorized time spent in travel. Appropriate costs for such training will be borne by the **COUNTY**.

Section 4 – Training Proposals

- (A) An employee, group of employees, or the **UNION** on behalf of the members of the bargaining unit may present a training proposal to Human Resources.
- (B) The **COUNTY's** Training Coordinator will review and consider all proposals submitted pursuant to this Section.
- (C) Upon request of the **UNION**, the Training Coordinator will meet with the **UNION** and a reasonable number of affected employees to discuss the training proposal. Such meeting will be held at a time and place mutually agreeable to the Training Coordinator and the **UNION**.
- (D) The Training Coordinator will respond in writing to the **UNION** regarding the training proposal.

ARTICLE 15
SENIORITY

Section 1 – Definition

Seniority is defined as the relative position of an employee in relation to other employees based on most recent date of continuous classified employment within the Bargaining Unit, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this *Agreement*, the actual time of leave will be deducted from the employee's length of continuous service. Bargaining unit employees promoted or transferred out of the bargaining unit will have a right of return including bumping rights and have their frozen bargaining unit seniority restored.

Section 2 – Continuous Service

Continuous service will be employment unbroken by separation from the **COUNTY** service, other than by military, Peace Corps, vacation, paid disability leave or **UNION** Leave in accordance with Article 4, Section 1(F). Time spent on other types of authorized leave will not count as time of continuous service, except that employees returning from such leave, or employees who were laid off, will be entitled to credit for service prior to the leave or layoff. The application of Seniority will be as provided for in Section 1 of this Article.

Section 3 – Seniority List

Employees will be added to the seniority list upon completion of the probationary period, indicating seniority as provided in Section 1, above, from the date of hire with Lane County.

- (A) The **COUNTY** will furnish to the **UNION**, upon request, a current seniority list quarterly.
- (B) In the event of a tie in length of service, seniority will be established by **COUNTY**-wide hire date. If **COUNTY**-wide hire date is the same, seniority will be established using month of birth. The employee born in the earlier month of the year will receive seniority preference.

ARTICLE 16
LAYOFF AND RECALL

Section 1 – Layoff

- (A) It will be understood that initial probationary, extra help and temporary employees within the affected classification series (Schedule B) will be removed from **COUNTY** employment before a layoff of regular employees occurs.
- (B) Should a layoff or elimination of a position occur:
- (1) An employee within the affected classification and salary grade may displace another employee in the same classification and salary grade or lower classification and salary grade in the classification series, provided that the employee's seniority is greater than that of the employee displaced and the employee can, with the assistance of the **UNION**, demonstrate to the satisfaction of the **COUNTY** that the employee has the necessary technical expertise, skills and abilities to perform the duties of the new position. Then the lesser senior employee or employees displaced would have the right to move to the next lower classification under the same criteria as noted above.
 - (2) In all cases where an employee exercises seniority rights to move to a position requiring different technical skills, the employee will be placed on probation for a period of one (1) year. If the employee is found to be not qualified for the new position the employee will revert to the layoff procedure as described in paragraph B (1) of this Section. It is understood that the **COUNTY** will provide training to assist the employee during the probationary period.
 - (3) In the event of a layoff that effects the positions represented by the **UNION** in the Geographic Information Systems (GIS) division the **COUNTY** will allow those employees to displace another employee in the same classification and salary grade or lower classification and salary grade in the classification series or vacant position in the Department of Public Works or the Department of Information Services provided they meet the criteria outlined in (1) above.
 - (4) If positions represented by the **UNION** move to other Departments in the **COUNTY** as a result of reorganization the **UNION** and the **COUNTY** mutually agree to meet and bargain the layoff rights regarding those positions.
 - (5) Should the layoff of a regular employee occur, up to a maximum of nine (9) employees filling temporary or seasonal positions may be retained for the duration of their initial terms of assignment at the County's discretion.
 - (6) Should a regular employee who is laid off refuse a temporary offer of work, the employee will maintain all recall rights in accordance with Section 2.
 - (7) It is understood that the **COUNTY** will not seek to replace regular positions with any combination of full year temporary positions for the life of this contract.
- (C) Should a layoff involve the need for consideration of bumping between positions requiring professional credentials such as a PLS the following will apply:
- (1) Bumping from classifications and salary grades that require a professional certification to classifications and salary grades not requiring a professional certification will occur pursuant to the general provisions of this Article and **COUNTY's** established bumping practices and provisions.
 - (2) Bumping from classifications and salary grades not requiring a professional certification to

classifications and salary grades that require a professional certification will occur pursuant to the general provisions of this Article except that a more senior employee will be required to have his or her professional license, certification or other credential at the time of layoff to be eligible for bumping consideration.

- (D) Should a layoff involve the need for consideration of bumping from a higher Decision Band Method (DBM) grade within the Engineering Analyst, series to an Engineer-In-Training (EIT) position, bumping will occur pursuant to the general provisions of this Article and **COUNTY's** established bumping practices without regard to the Engineering Intern or Engineer-In-Training (EI/EIT) certification requirement.
- (E) If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. This decision must be received by Human Resources within five (5) workdays of layoff notice.
- (F) Employees subject to layoff will be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2 – Recall

- (A) Employees on layoff status will be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff or the one immediately below it in the bargaining unit in the same series, provided they possess the necessary technical expertise, skills, and ability to perform the requirements of the vacant position. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff.
- (B) Order of recall preference will be as follows:
 - (1) Recall to former classification.
 - (2) Recall to lower position in same classification series.
 - (3) Recall to another position at same level or lower salary range (recall under this section need not be by strict seniority).
 - (4) Compete for positions as per Article 8 of this *Agreement*. When applying for a vacant bargaining unit position, the employee on layoff status will be eligible as an in-house candidate.
- (C) An employee who accepts recall to a lower classification will retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.
- (D) An employee who accepts recall to a non-bargaining unit position will retain recall rights in accordance with Section 2(A) of this Article.
- (E) An employee will not be required to accept recall to a position located more than thirty (30) miles from their previous reporting place.
- (F) The **COUNTY** will furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights
- (G) An employee will not be required to accept recall to a part-time or temporary position in order to maintain recall rights, and the **COUNTY** will not be required to recall employees to a temporary position on the basis of seniority. It is understood that the **COUNTY** will offer employment to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.
- (H) An employee on layoff status must notify Human Resources of changes in address, phone number or any other information that would prevent the **COUNTY** from being able to contact the

employee. If the employee does not respond within five (5) working days from the documented date of receipt of notice of recall, or if the notice is returned as undeliverable, the employee will lose their recall rights.

Section 3 – Protection/Rights During Layoff

- (A) The seniority of an employee who has completed probation will be protected for a period of twenty-four (24) calendar months during layoff, provided that such employee has not been given an opportunity to return to work in their same classification, and further provided that after six (6) months of layoff status employees wishing to remain on recall status will notify the **COUNTY** of this fact, listing their current address every sixty (60) days. This notice requirement will not apply to employees working for the **COUNTY** in other positions. Failure to give notice will result in the employee relinquishing all rights to recall.
- (B) Employees on layoff status will have the option of paying for continued health insurance coverage, as provided for in COBRA. The **COUNTY** will administer all such payments.

ARTICLE 17
RELATIONSHIPS

Section 1 – Change in Conditions

If the **COUNTY** changes or proposes to implement matters within the definition of employee relations as defined by ORS 243.650(7) and not specifically mentioned in this *Agreement*, and more than a de minimus number of employees are affected, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within fourteen (14) days), ORS 243.698 will apply.

Section 2 – Savings Clause

Should any Article, Section or portion thereof of this *Agreement* be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal will apply only to the specific Article, Section or portion thereof, directly specified in the decision(s). Upon the issuance of such a decision, the parties may agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

Section 3 – Waiver

The parties acknowledge that during the negotiations which resulted in this *Agreement*, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this *Agreement*. Therefore, except as otherwise specifically provided in this *Agreement*, the **COUNTY** and the **UNION**, for the life of this *Agreement*, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter covered by this *Agreement*.

Section 4 – Individual Agreements

COUNTY agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this *Agreement*. Any such agreement will be null and void.

Section 5 – Joint Labor-Management Committee

The **UNION** will have participation in joint labor-management committees established to deal with **COUNTY**-wide issues which have an impact on the bargaining unit.

The parties specifically agree to attempt to make a recommendation for resolution of the issue of bumping rights for purposes of layoff and recall, Article 17 Relationships, and Personal Gear. Should a recommendation be made which would result in amending contract language, it is understood it would be subject to ratification of the bargaining unit and the Board of County Commissioners.

ARTICLE 18
TERMINATION

Section 1 – Duration

Unless specifically noted within this contract, this *Agreement* will become effective upon ratification and will remain in effect until and including June 30, 2022, and thereafter will continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the *Agreement* at least ninety (90) calendar days prior to June 30, 2022, or if no such notice is given at such time, before June 30 of any subsequent anniversary

Section 2 – Notice

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

Section 3 – Effective Date

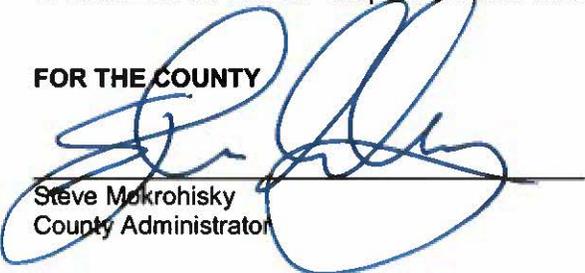
This *Agreement* and all provisions contained herein will become effective upon ratification by the parties. No employee(s) will receive any salary adjustments, back pay award or any other economic or non-economic benefit pursuant to any provision of this *Agreement* retroactively, unless otherwise stated herein.

Section 4 – Force of Agreement

During the period of negotiations, this *Agreement* will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this 1 day of July, 2019.

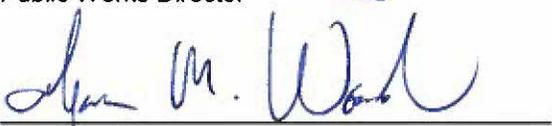
FOR THE COUNTY



Steve Mokrohisky
County Administrator



Dan Hurley
Public Works Director



Inga Wood
Employee Relations Program Manager

FOR THE UNION



Ed Daniels
President



Jeremy Sheler
Vice President/Treasurer



Deanna Makin
Bargaining Team Member

SCHEDULE A

Lane County
HUMAN RESOURCES DEPARTMENT
COMPENSATION PLAN EFFECTIVE 07/13/2019
SALARY ADMIN PLAN: ADP
SORTED BY JOB CODE DESCRIPTION

BGU	SAL PLAN	GRADE	*=Jobcode JOB CODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
13	ADP	C51	*N4302	Engineering Analyst	36.11	37.74	39.44	41.22	43.07	45.01	47.04
13	ADP	C44	*N4303	Engineering Analyst	36.11	37.74	39.44	41.22	43.07	45.01	47.04
13	ADP	C43	*N4304	Engineering Analyst	33.07	34.51	36.11	37.74	39.44	41.22	43.07
13	ADP	C42	*N4305	Engineering Analyst	28.96	30.29	31.65	33.07	34.51	36.11	37.74
13	ADP	C41	*N4306	Engineering Analyst	25.39	26.56	27.80	28.96	30.29	31.65	33.07
13	ADP	B25	N4330	Maintenance Specialist, Lead	28.96	30.29	31.65	33.07	34.51	36.11	37.74
13	ADP	B24	N4331	Maintenance Specialist, Lead	27.80	28.96	30.29	31.65	33.07	34.51	36.11
13	ADP	B23	N4332	Maintenance Specialist, Lead	25.39	26.56	27.80	28.96	30.29	31.65	33.07
13	ADP	B32	*N4320	Maintenance Supervisor	33.07	34.51	36.11	37.74	39.44	41.22	43.07
13	ADP	B31	*N4321	Maintenance Supervisor	31.65	33.07	34.51	36.11	37.74	39.44	41.22
13	ADP	C51	*N4109	Public Works Analyst	36.11	37.74	39.44	41.22	43.07	45.01	47.04
13	ADP	C43	*N4110	Public Works Analyst	33.07	34.51	36.11	37.74	39.44	41.22	43.07
13	ADP	C42	*N4111	Public Works Analyst	28.96	30.29	31.65	33.07	34.51	36.11	37.74
13	ADP	C41	*N4112	Public Works Analyst	25.39	26.56	27.80	28.96	30.29	31.65	33.07
13	ADP	B21	N4113	Public Works Analyst	21.29	22.25	23.25	24.30	25.39	26.56	27.80
13	ADP	B23	N4310	Technical Specialist	25.39	26.56	27.80	28.96	30.29	31.65	33.07
13	ADP	B22	N4311	Technical Specialist	23.25	24.30	25.39	26.56	27.80	28.96	30.29
13	ADP	B21	N4312	Technical Specialist	21.29	22.25	23.25	24.30	25.39	26.56	27.80
13	ADP	B20	N4313	Technical Specialist	19.50	20.37	21.29	22.25	23.25	24.30	25.39

SCHEDULE B – Revised June 2019

CLASSIFICATION SERIES

Job Code	Working Title	Classification	DBM/Grade	Special Skills
N4302	Supervising Sr Assoc Surveyor	Engineering Analyst	C51	PLS
N4302	Supervising Sr Engineering Assoc	Engineering Analyst	C51	
N4303	Coordinating Sr Engineering Associate	Engineering Analyst	C44	
N4304	Sr Engineering Associate	Engineering Analyst	C43	
N4305	Associate Surveyor	Engineering Analyst	C42	PLS
N4305	Engineering Associate	Engineering Analyst	C42	
N4306	Engineer-in-Training	Engineering Analyst	C41	EIT
N4310	Engineering Technician 3	Technical Specialist	B23	
N4311	Engineering Technician 2	Technical Specialist	B22	
N4312	Engineering Technician 1	Technical Specialist	B21	
N4313	Engineering Assistant	Technical Specialist	B20	
Separator				
N4321	Shop Supervisor	Maintenance Supervisor	B31	CDL
N4332	Lead Mechanic	Maintenance Specialist, Lead	B23	CDL
Separator				
N4109	Administrative Services Supervisor	Public Works Analyst	C51	
N4110	Supervising Public Works Analyst	Public Works Analyst	C43	Advanced Budget & Accounting
N4110	Fleet Logistics Supervisor	Public Works Analyst	C43	
N4110	Principal Grants Analyst	Public Works Analyst	C43	
N4111	Sr Public Works Analyst	Public Works Analyst	C42	Advanced Budget & Accounting
N4111	Contracts Analyst	Public Works Analyst	C42	
N4112	Public Works Analyst	Public Works Analyst	C41	
N4113	Assistant Public Works Analyst	Public Works Analyst	B21	
Separator				
N4110	Sr Right of Way Agent	Public Works Analyst	C43	State of Oregon Certified Appraiser
N4111	Right of Way Agent 2	Public Works Analyst	C42	
N4112	Right of Way Agent 1	Public Works Analyst	C41	
Separator				
N4302	Waste Management Engineer	Engineering Analyst	C51	PE
N4305	Waste Management Engineering Associate	Engineering Analyst	C42	
N4311	Compliance Technical Specialist	Technical Specialist	B22	ability for citation authority

N4303	Vegetation Mgt Coordinating Engineering Associate	Engineering Analyst	C44		
N4320	Bridge Supervisor	Maintenance Supervisor	B32	CDL	
N4320	Sr Road Maintenance Supervisor	Maintenance Supervisor	B32	CDL	
N4321	Sign Shop Supervisor	Maintenance Supervisor	B31	CDL	
N4321	Road Maintenance Supervisor	Maintenance Supervisor	B31	CDL	
N4332	Lead Worker	Maintenance Specialist, Lead	B23	CDL	
N4320	Sr Solid Waste Supervisor	Maintenance Supervisor	B32		
N4321	Solid Waste Supervisor	Maintenance Supervisor	B31	CDL	
N4332	Solid Waste Lead Worker	Maintenance Specialist, Lead	B23	CDL	
N4331	Lead Electrician	Maintenance Specialist, Lead	B24	State of Oregon Electrician's license	
N4111	Safety Coordinator	Public Works Analyst	C42		
N4321	Parks Supervisor	Maintenance Supervisor	B31	CDL	
N4332	Lead Worker, Parks	Maintenance Specialist, Lead	B23	CDL, ability for citation authority	

* = Must be able to meet minimums

Appendix A

Flex Staffed Classification Series

Engineering Analyst (Engineering Associate) N4305
Engineering Analyst (Engineer-in-Training) N4306

Technical Specialist (Technical Specialist 2) N4311
Technical Specialist (Technical Specialist 1) N4312