

## **DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

**Agreement:** The term "Agreement" shall 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" shall mean any **COUNTY** employee who is a member of the bargaining unit as described in Article 1, RECOGNITION, Section A.

**Days:** The term "days" shall 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.

**Demotion:** The term "demotion" shall mean a change from one classification to another classification voluntarily or involuntarily, with a salary at least two (2) salary grades lower than that of the previous classification, either within or outside of the department.

**Designated UNION Representative:** The term "designated **UNION** representative" shall 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" shall 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 shall receive a benefit of this Agreement.

**Employee:** The term "employee" shall mean bargaining unit employee.

**Exempt Employee:** The term "exempt employee" shall mean those employees who are not covered by the Fair Labor Standards Act.

**Extra Help:** The term "extra help" shall 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.

**Fiscal Year:** The term "fiscal year" shall mean the period from July 1 to June 30.

**Good Faith:** The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

**Just Cause:** The term "just cause" shall 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" shall 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 the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY**'s Administrator to perform this function.

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

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

**Part-time Employee:** the term "part-time employee" shall mean an employee whose normal work week is less than forty (40) hours and less than eighty (80) hours in a pay period.

**Pay Period:** The term "pay period" shall mean two (2) workweeks.

**Permanent Position:** The term "permanent position" shall 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 1040 hours in a fiscal year and which work at least twenty (20) hours per week.

**Permanent Employee:** The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position.

**Position:** The term "position" shall mean a group of duties and responsibilities assigned to a single employee.

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

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

**Promotion:** The term "promotion" shall mean a change from one classification to another classification, which has a maximum salary higher than that of the previous classification.

**Qualified:** The term "qualified" shall mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought.

**Recall:** The term "recall" shall mean the return of an employee on layoff to a permanent position in the bargaining unit.

**Retire or Retirement:** The term "retire or retirement" shall 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 Employee's Retirement System applicable to employees of Lane **COUNTY**.

**Seasonal Employee:** The term "seasonal employee" shall 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.

**Temporary Employee:** The term "temporary employee" shall 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. Temporary employees who remain in the same position for more than two (2) fiscal years will not have to reapply.

**Transfer:** The term transfer shall mean the change of an employee from one position to another within the same classification in different departments or from one classification to another at the same pay grade or one grade lower, either within or outside the department.

**Work Time:** The term "work time" shall mean the time the employee actually spends performing compensated work activities.

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit, which is to be filled on a regular basis.

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**ARTICLE 7 GENERAL PROVISIONS**  
**(March 18<sup>th</sup> proposal)**

**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 to new AFSCME Represented employees a copy of this Agreement.

**Section 2 – Personnel File**

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded 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 shall only be one (1) official Personnel File and that file shall be maintained in Human Resources, with the exception of the Department of Public Safety, where the employee's official Personnel File shall be maintained in that department.

All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. 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) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation, provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.

- (C) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

**Section 3 – Expense Reimbursement**

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the Administrative Procedures Manual (APM) Chapter 2, Section 7.

**Section 4 – Work Rules**

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

regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

### **Section 5 – Licenses**

The **COUNTY** shall continue to reimburse employees for the cost of occupational licenses/certifications and registrations required for the performance of their jobs.

### **Section 6 – Non-discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with applicable **UNION**, state and federal laws and regulations. Disputes arising under this provision, for which there is a legal remedy, may be processed through the grievance procedure but are not arbitral.

### **Section 7 – Uniforms**

(A) The **COUNTY** shall furnish a maximum of one hundred twenty dollars (\$120) for reimbursement of required uniforms and shall reimburse replacement costs to a maximum of one hundred twenty dollars (\$120) annually, provided that proof of needed replacement and actual purchase is furnished to the **COUNTY**.

(B) The **COUNTY** shall furnish the following protective clothing for Animal Welfare Officers regularly assigned to field operations: two (2) pair pants, two (2) summer shirts, two (2) winter shirts, one (1) summer jacket (windbreaker), one (1) winter jacket, one (1) rain jacket.

(C) Uniforms will be replaced as determined by the **COUNTY**. Uniforms purchased by the **COUNTY** are **COUNTY** property and shall be returned to the **COUNTY** upon termination of employment.

### **Section 9 – Parking**

(A) The **COUNTY** may raise parking fees to match fees in the market area, however only one (1) change may be made during the life of the contract.

(B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse. **The County agrees that whenever three or more employees carpool at least 80% of the month that the vehicle used will receive a free parking pass for a month.**

(C) AFSCME represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.

**(BD)** The following parking provisions apply to employees working at the Community Health Center of Lane County, Riverstone Clinic:

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(1) Staff will be allowed to park in the lot behind the Riverstone Clinic after 5:00 p.m. on weekdays and on weekends. Employees will be allowed the time necessary to move vehicles during the workday to address the parties' safety concerns.

(2) The parties agree to meet and develop mutually agreeable strategies to address safety concerns raised by employees. All parties agree that, other than the times specified in item 1 above, no staff of the Community Health Centers of Lane County will be allowed to park in the lot adjacent to the Riverstone clinic.

## **ARTICLE 8 SELECTION/PROMOTION**

### **Section 1 – Job Posting**

- (A) Vacant bargaining unit positions, except those filled by lateral transfer or promotion as provided below, shall be posted for employment applications.
- (B) Non-probationary bargaining unit members who desire promotion may submit a request to be considered for promotion to the Human Resources office at any time. Such request shall specify the classification(s) to which the employee wishes to be promoted. When a position in a classification for which an employee has filed a promotional request becomes vacant, the employee will be notified and may apply.
- (C) Where the **COUNTY** believes that fewer than three (3) qualified bargaining unit employees will apply, the **COUNTY** shall have the option of posting the vacancy in-house or recruiting from outside the bargaining unit.

### **Section 2 – 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 3 – Promotional Preference**

Permanent, non-probationary bargaining unit employees who complete an official employment application and who meet the minimum qualifications for the classification shall be granted promotional preference for all bargaining unit classifications.

- (A) All postings will be displayed in a central location electronically through the **COUNTY**'s website. Further, Supervisors/Hiring Authorities shall notify all AFSCME staff of positions opening within their respective departments.
- (B) Employees may fill out the AFSCME Promotional Request form at any time of the year and will be immediately added to the promotion list.
- (1) Completing the AFSCME Promotional Request form only guarantees that the employee will be sent a recruitment announcement. Once the employee has been notified of the promotional opportunity, the employee must complete an employment application for the vacant position.
  - (2) Employees who will be absent from work for more than one week have a responsibility to notify Human Resources in writing or by e-mail of where they may be reached if they want to be notified of any promotional opportunities.
  - (3) Employees should keep a copy of the completed promotional request form in order to help themselves remember positions for which they have



requested promotional notification. Employees will receive notification only of those positions listed on their promotional request form.

(4) Employees can keep themselves informed of current posted positions by accessing the online County Employment Opportunities web page.

(5) Employees must keep Human Resources notified of their current address and phone number.

(C) Human Resources staff will accept electronic and/or paper Promotional Request forms and maintain an up to date promotional request file. When a vacant AFSCME position is posted, Human Resources will send a copy of the recruitment announcement individually to the employees on the promotional notification list for that classification via the employee's current email address on file.

(D) Promotional preference will occur subject to the following:

(1) As determined by the **COUNTY**, promotional eligibility shall be based on:

(a) Supplemental ~~questionnaire~~ scoring and/or examination score;

(b) Seniority - The weight of the ~~questionnaire~~ supplemental scoring and/or examination shall be one hundred (100) points with a passing score of seventy percent (70%). 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 six (6) months of employment up to a maximum of sixty (60) points (fifteen (15) years of service).

(c) Veteran's Preference – Employees who are veterans will have five (5) points added to their score. Employees who are disabled veterans will have ten (10) points added to their score. Employees must include the appropriate documentation verifying their veteran status, a DD214 or DD215 long form and/or disabled documentation, for each position for which they apply.

(2) Candidates for internal promotion as determined in Paragraph 1 above and all veterans who meet the minimum and special qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

(3) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a pay grade above that of their previous classification and for which they are qualified. When applying for the vacant bargaining unit position, the employee on layoff status shall be eligible as an in-house candidate, subject to the provisions above.

(E) If a minimum of three (3) qualified applicants who are currently members of the bargaining unit apply for the position and receive a score of at least seventy percent (70%) on the ~~questionnaire~~ supplemental scoring examination as specified in Section 3 (D) above, all internal candidates who score at least seventy percent (70%) and all veterans who meet the minimum and special

qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

#### **Section 4 – Outside Recruitment**

If fewer than three (3) qualified employees apply for promotion and receive a score of seventy percent (70%) on the ~~questionnaire supplemental scoring~~/examination, the appointing authority may select one of the qualifying internal applicants or applications may be accepted from other sources. For each vacancy, candidates from all sources, including all promotional candidates who have scored seventy percent (70%) or more on the ~~questionnaire supplemental scoring~~/examination as well as all veterans who have met the minimum and special qualifications, shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

#### **Section 5 – Lateral Transfers**

(A) Lateral transfers are generally made from one authorized position to another within the same classification. Lateral transfers may also be made to other classifications at the same pay grade or one (1) pay grade lower either within the department or in a different department provided that employees wishing to transfer can demonstrate that they meet the minimum qualifications for the new classification. The **COUNTY** may require an employee wishing a transfer to pass the same test required to qualify for promotion.

(B) Supervisors/Hiring Authority will notify all employees within their department of any vacant position before going to the recall or transfer list to allow any interested qualified staff member in the same classification the option of a reassignment of duties. After any reassignments occur, the department will notify Human Resources of the vacant position with specific information. Human Resources will assist with the educational process by checking to see that departments have dealt with internal reassignments before requesting a transfer list or that a position be posted. Reassignment will not be required if the only eligible employees are within the program and location opening the recruitment.

(C) Lateral transfers will only be considered when a position becomes vacant unless there are two or more transfer candidates who can "trade" positions. If an employee is interested in being considered for lateral transfer, the employee must submit a written request for lateral transfer, clearly explaining the employee's interests, to Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept electronic and/or paper Transfer Request forms and maintain an up to date transfer file.

(D) Employees are responsible for updating and maintaining their electronic and/or paper Transfer Request form. Human Resources will send a courtesy reminder to employees during the first week of January each year to update or maintain their Transfer Request form. The reminder will be sent electronically; however, in sections of the County where employees do not have access to computers, supervisors will post reminders in a central location. Employees who

will be absent from work for more than one (1) week have a responsibility to notify Human Resources in writing or via e-mail of where they may be reached if they want to be considered for any transfer position. Further, employees must keep Human Resources notified of their current address, personal email address and phone number.

(E) When a vacancy occurs, Human Resources will contact appropriate employees on the transfer list, as defined above, in Section 5 (A) to determine employees' interest in a specific position. All employees indicating an interest will be referred to the department for consideration. Included with this list will be an outline of appointing authority responsibility.

(F) When the department receives the list of transfer candidates from Human Resources, the memo will be specific in what the department's responsibilities are towards those candidates.

(G) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted. The hiring authority must contact all transfer candidates to schedule interviews. If unable to contact candidates immediately, the hiring authority will continue to try to make contact for at least three (3) days.

(H) Departments are not required to fill a position with a transfer candidate. They may elect to post the position pursuant to Section 1 of this Article.

(I) Accepting a transfer position will remove the employee's name from the transfer list. The employee will be required to contact Human Resources and complete a new transfer request form to be placed back on the transfer list.

### **Section 6 – Department of Public Safety Positions**

(A) All bargaining unit positions within the Department of Public Safety shall be excluded from Sections 1 through 5 of this Article except that Section 1 (A) and Section 2 of this Article shall apply.

(B) Bargaining unit employees working in the Department of Public Safety shall be fully eligible for promotional preference for all other bargaining unit positions as provided in this Article.

### **Section 7 – Reclassifications**

The following shall govern the reclassification of 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, the department may submit a request for reclassification to Human Resources. Affected employee(s) shall be notified of all requests for reclassification. If an employee believes the duties of the position have changed sufficiently to justify a reclassification, the employee may request a reclassification from the department. Should the Department and Human

Resources determine an upward reclassification is appropriate, the effective date of the reclassification shall be retroactive to the first full pay period following the date the employee submitted the request.

(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 shall 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 shall take effect, unless the incumbent employee elects voluntary demotion.

(E) The **UNION** and the affected bargaining unit employee shall be notified of all final classification decisions within ten (10) days.

### **Section 8 – Flex Staff Series**

After an employee has been employed at the entry level in a flexibly staffed classification for a period of one (1) year, the employee may be advanced to the journey level subject to the following:

(A) The employee is remaining in the same position.

(B) The employee meets the minimum qualifications for the journey level.

(C) The employee is performing, at an acceptable level, the duties of the journey level.

(D) An employee, who has been at the entry level for eighteen (18) months or more, may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.

(E) Denial of a request to move to the journey level may be appealed by filing a written appeal with Human Resources within fourteen (14) days of receiving the denial from the Department Director.

(F) The County Administrator, or designee, shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.

(G) Upon moving from the entry level to the journey level, an employee shall be placed on a step in the journey level pay grade with a minimum of a five percent (5%) salary increase.

(H) Flexibly staffed classifications are those classifications identified in Appendix C.

**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** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.

(C) New bargaining unit employees shall serve an initial probationary period of six (6) continuous months worked. Employees failing to receive a successful or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) days with the consent of the **UNION**. During such extension, the employee shall be entitled to all benefits under this Agreement except that they may not grieve termination of employment.

(D) Employees who are transferred from one position to another but do not change classification or employees who are reclassified shall not serve a new probationary period.

(E) Employees who are promoted to another classification shall serve a new probationary period. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former department. Employees rejected in probation shall not be eligible to compete for a position in the same classification under the same work unit 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 performance does not presume continued employment for the balance of the probationary period.

## **ARTICLE 9 HOURS OF WORK AND OVERTIME**

### **Section 1 – Workday/Workweek**

The workday is defined as twenty-four (24) hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday.

### **Section 2 – Normal Work Schedule**

An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek.

### **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 or when the change is initiated by an employee, the **COUNTY** shall notify the employee affected at least ten (10) calendar days prior to implementation of such changes. Regular work schedules shall be established as far in advance as the **COUNTY** reasonably feels is practical. The ten (10) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.

(B) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency shall be defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.

(C) Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.

(D) It is understood that employees shall not have the privilege of selecting work schedules; however, the **COUNTY** shall 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. While the **COUNTY** shall retain the final decision relative to work schedules, any voluntary agreement reached between a Department Director and the affected employees which is consistent with the Agreement, relative to work scheduling procedures and criteria shall be followed unless amended.

(E) It is understood that Animal Welfare Officers within Lane County Animal Services shall have the privilege of selecting work schedules based on seniority provided that work schedule requests are made prior to January 31 and July 31 of each year. Such exercise of seniority shall be limited to two (2) selections per each calendar year.

(F) Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days on a shift change without a day off.

(G) Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an Exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, the employee may work the necessary time without prior supervisory approval.

#### **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** shall include with the notice an explanation of any changes in overtime calculations. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

(B) An employee may submit a written request to the appropriate supervisor for an ongoing change in work hours and/or workdays of the employee's work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.

(C) When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.

(D) Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and the decision shall 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 shall apply:

(1) Authorized overtime work shall 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 for full-time employees, except those who go into a leave without pay status during the workweek, all paid time in excess of forty (40) hours in any workweek or eight (8) hours in a day shall be considered overtime work. Overtime will be paid for all hours worked beyond the normal scheduled work hours.

(3) For part-time employees and full-time employees who are not in a paid status for forty (40) hours in a workweek, all additional hours worked will be paid on a one-to-one basis (1:1) up to forty (40) hours per week. Hours over forty (40) shall be considered overtime. Additionally, except as modified by Section 4 above, all time worked in excess of eight (8) hours in a workday shall be considered overtime work.

(4) The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority in regards to overtime assignments.

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

(6) Overtime shall be compensated only once for the same hours worked.

(7) Overtime shall be calculated to the nearest tenth (10<sup>th</sup>) hour worked.

(8) Any non-exempt employee, having worked on each of seven (7) consecutive days, shall be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7<sup>th</sup>) day, provided that said employee has worked forty (40) regular hours in the workweek. For the purposes of this provision, the first day worked will be the employee's first scheduled workday in the workweek.

(9) The classifications exempted from the provisions of this section are indicated in Schedule A, Salary Schedule attached hereto.

(B) When the needs of the **COUNTY** require exempt employees to work overtime, the following shall apply:

(1) Overtime work shall be compensated at the rate of one (1) hour of compensatory time off for one hour of overtime worked.

(2) All hours worked in excess of forty (40) paid hours in any workweek or eighty (80) paid hours in a pay period shall be considered overtime work.

(3) The **COUNTY** expects exempt employees to exercise prudent judgment in the scheduling of their time to minimize any overtime work.

(4) The **COUNTY** agrees to recognize and consider seniority in regards to required overtime assignments.

(5) Overtime shall be compensated only once for the same hours worked.

(6) Overtime shall be calculated to the nearest (nearest tenth (10<sup>th</sup>) hour worked.

(C) Full-time employees may accrue up to a maximum of eighty (80) hours of compensatory time. The maximum compensatory time allowed for part-time



employees will be forty (40) hours. All time recorded over maximum accrual will be paid out.

(D) Any unused accumulated compensatory time off shall be paid out at the time of termination, death or transfer to another department.

### **Section 6 – Meal/Rest Periods**

(A) Employees shall be allowed one (1) rest period of fifteen (15) minutes duration in each one-half (1/2) shift, which insofar as is practicable, shall 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 shall 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 shall not be less than thirty (30) minutes, nor more than one (1) hour in duration. Those employees specifically required to remain at their work site and perform work in lieu of a meal period will receive pay for the time worked at ~~the rate of time and one-half~~ one and one half (1-1/2) times the regular hourly rate.

(D) Employees required to work in excess of two (2) hours beyond their regular scheduled shift shall 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 shall be determined by the **COUNTY**.

(E) Employees on the swing or graveyard shift shall receive a paid meal period not to exceed one half (1/2) hour in duration and shall be subject to call by the **COUNTY**.

### **Section 7 – Cleanup Time**

Employees shall be afforded necessary time, as determined by the **COUNTY**, for the purpose of cleanup prior to the conclusion of the work day. Animal Welfare Officers will be allowed to change out of their uniforms during this time.

### **Section 8 – Reporting Place**

(A) Non-exempt employees shall report to their regular place of reporting so as to begin work at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time.

(B) Exempt employees shall report to work so as to meet the requirements of their jobs.

### **Section 9 – Call-back Pay**

(A) For all employees, other than indicated below, who are required to report back to the worksite prior to their next scheduled shift shall be paid a minimum of

two (2) hours of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater. For employees in the Department of Technology Services who are required to perform work off-site via remote access prior to their next scheduled shift will be paid a minimum of one (1) hour of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater.

(B) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of one (1) hour 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) Except for calls received from a supervisor or manager in response to an oversight of the employee or being offered or notified of work, an employee who receives a phone call during off duty hours for the purpose of questions or inquiries on work-related subjects shall be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate in accordance with Article 9, Sections 1 and 5. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call. An employee called back a second time within the time frame of the original call back will not be eligible for an additional call-back pay. Exempt employees' compensation will be in the form of compensation time at the rate of one (1) to one (1).

#### **Section 10 – Shift Differential**

The **COUNTY** agrees to pay a shift premium of three percent (3%) of the employee's normal base hourly rate in addition to the established wage rate or twenty-five cents (\$0.25) per hour, whichever is greater for all hours worked on swing shift or five percent (5%) of the employee's normal base hourly rate for all hours worked on graveyard shift. The swing shift shall be considered any shift with hours primarily between 1600 and 2400. The graveyard shift shall be considered any shift with hours primarily between 2400 and 0800.

#### **Section 11 – On-Call Time**

(A) An employee who is required to be on-call or on standby during off-duty hours will be compensated **or at employee's option receive compensatory time** 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 shall be required to be on-call more than fourteen (14) days in a twenty-eight- (28) day period.

(B) It is understood that qualified Maintenance Specialists shall have the privilege of bidding by seniority ~~for the rotating on-call coverage~~ between January 1 and January 31 of each year **for the rotating on call coverage**. Qualified employees shall mean those employees that have worked for the facilities maintenance division for one (1) year or have been approved by the facilities manager to work independently. Employees will be assigned beginning Fridays

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at 3:00 p.m. to be on call until the following Friday at 2:59 p.m. Employees will be compensated for seven (7) days, seven (7) twenty four (24) hour periods, of on call time. Employees will begin to claim the on call pay beginning on Saturday and ending on the following Friday. Employees will not claim on call pay on the Friday they begin the on call week.

## **Section 12 - Telework**

### **Eligibility and Criteria for Teleworking**

Telework does not change the employee's conditions of employment. County procedures, and expectations shall apply while individuals are teleworking. Failure to follow policy and procedures around Telework may result in termination of the Telework Agreement. Either Party can terminate a telework agreement with 30 days notice.

Employees may submit a Telework Request to their supervisor for consideration. Permission to work remotely shall not be unreasonably withheld as long as the duties of the position can be performed remotely.

If a teleworking assignment has been approved and the employee wishes to end the Teleworking Agreement, the employee will meet with the supervisor and set an effective end date. If the employer wishes to discontinue the Teleworking Agreement, the supervisor or manager is responsible for setting a meeting with the employee to set an effective date for discontinuation of the Teleworking Agreement.

The telework must be arranged so that there is no discernable difference in the level of service provided to the County. The Telework Site must not disrupt or alter the teleworking employees or coworkers' job responsibilities.

### **General Conditions**

The employee's budgeted FTE will not change under a Telework Agreement. The employee shall attend job-related meetings, training sessions, and conferences, either in-person or virtually, as requested by the supervisor or expected as part of regular job duties. The employee is expected to be available just as they would if they were reporting to the Regular Workplace. Teleworking is not to be used in lieu of taking Time off.

If the Regular Workplace is closed due to an emergency or inclement weather, the supervisor will contact the employee. If there is an emergency at the Telework Site, such as a power, internet outage, or other similar situation preventing the employee from completing their normal work duties, the employee will notify the supervisor as soon as possible. During these cases of Emergency the employee may be assigned to the Regular Workplace or a different Telework Site or be allowed the option of taking time off.

The employee will not hold in-person business work related meetings with others-at their Telework Site. Meetings should be scheduled at your office or alternative site.

### **Dependent Care**

Teleworking employees should not act as primary caregivers for dependents or other individuals during the agreed upon work hours unless it has already been discussed and agreed to by the supervisor. This does not mean dependents will be absent from the home during the employee's work hours. It simply means that caregiver responsibilities will not require the employee's full attention during work hours. Employees are encouraged to make dependent care arrangements to permit successful completion of work assignments

### **Supplies, Equipment, and Furniture**

Any reimbursable expenses related to teleworking not covered by this policy must be pre-authorized by the Supervisor prior to purchase or installation. Any supplies, equipment and/or

furniture reimbursed or purchased by the County for telework purposes will be property of the County and returned upon termination unless the employee and the County reach agreement for the employee to purchase the equipment.

Equipment and software used while teleworking will be provided by County. Support from Technical services must be manageable and shall not require a Technical service staff member to come to the individuals Telework Site (home).

The County will provide standard office supplies (pens, paper, pencils, etc.). Out-of-pocket expenses for supplies normally available at the Regular Workplace will not be reimbursed. Employees will utilize Regular Workplace supplies.

Repair and/or replacement costs and liability for County -owned equipment used during teleworking for normal use and wear, is the responsibility of the County.

### **Temporary and Medical Teleworking**

Temporary Teleworking may be approved for temporary work arrangements during a temporary interruption of work due to inclement weather or instances where safety and health measures are put in effect by other governmental agencies.

Medical teleworking may also be used for transitional work purposes to assist employees in returning to work from a temporary non-occupational medical condition in consultation in Human Resources.

Medical teleworking is completely voluntary and the employee is under no obligation to telework if on approved FMLA/OFLA leave. Medical Teleworking must also comply with any restrictions or limitations that the employee's physician has prescribed. In some instances, a physician approval may be needed in order to establish the Telework Agreement for medical purposes. Any time worked while teleworking for medical purposes will not count towards an employee's annual FMLA/OFLA entitlement.

Medical Teleworking Agreements are temporary and a discontinuation date must be indicated on the Teleworking Agreement. Renewal of a Medical Teleworking Agreement is subject to approval by the Executive Director or Human Resources.

**ARTICLE 10 WAGES**

**Section 1 – Salary Range Adjustments**

(A) The salary ranges in effect at the Board of County Commissioners' approval of this Agreement shall be those set forth in **Schedule A** and attached hereto. Effective the first full pay period following July 1, ~~2017~~ **2021**-, employees on the payroll on the date of the Board of County Commissioners' approval of the *Agreement* by the **COUNTY** in the classifications with a negotiated market adjustment will move to the negotiated pay grade. Employees will be placed at a step closest in pay to their current step which does not result in a decrease in pay.

(B) ~~Effective the first full pay period following January 1, 2018 all employees on the payroll on that date on step one (1) in the following classifications will receive a one-time payment of one hundred and seventy-five dollars (\$175.00):-~~

~~Administrati  
ve Assistant  
Asst  
Veteran  
Service  
Coord  
Cartographer GIS  
Technician Community  
Service Worker 2  
Community Service Worker 2 – Bil  
Cook Juvenile  
Correctional Services Tech  
Correctional Services Tech – Bil  
Data Entry Operator  
Justice Court Clerk  
Justice Court  
Clerk, Sr  
Landscape  
Technician  
Lead Juvenile Cook  
LEC Marketing Asst  
Legal Secretary 1  
Legal Secretary 1 – Bil  
Legal Secretary 2  
Mail Clerk  
Maintenance  
Specialist 2  
Mental Health  
Associate  
Office Assistant 1  
Office Assistant 1  
–Bilingual Office  
Assistant 2~~

~~Office Assistant 2—Bilingual~~  
~~Office Assistant Sr~~  
~~Office Assistant Sr—~~  
~~Bilingual Operations~~  
~~Events Worker~~  
~~Victim Advocate~~  
~~Victim~~  
~~Advocate—~~  
~~Bilingual WIC~~  
~~Certifier~~  
~~WIC~~  
~~Certifier—~~  
~~Bilingual~~  
~~WM Fee~~  
~~Collector~~  
~~WM Fee Collector Sr~~

(C) Cost of Living Adjustments

(1) Effective the first full pay period following July 1, ~~2017~~, 2021 employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement by the **COUNTY**, shall receive a ~~two percent (2%)~~ **three percent 3%** cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule A and attached hereto.

(2) Effective the first full pay period following July 1, ~~2018~~ 2022, employees on the payroll on that date shall receive a ~~two percent (2%)~~ **two and one-half percent (2.5%)** cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule B and attached hereto.

(3) Effective the first full pay period following July 1, ~~2019~~ 2023, employees on the payroll on that date shall receive a ~~two percent (2%)~~ **two- and one-half percent (2.5%)** cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule C and attached hereto.

(D) The **UNION** will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the **COUNTY** will provide all available information regarding revenue and expenditures and financial forecasting models to the **UNION** and will meet at least quarterly to discuss the **COUNTY's** financial situation. Within fourteen (14) days following final budget action by the Board of County Commissioners, the **COUNTY** shall provide the impact statements included in the budget document for the reduction and addition of personnel to the **UNION**.

## **Section 2 – Steps in Compensation Plan**

(A) The compensation plan shall be based on a ~~ten (10)~~ **Seven (7)** Step schedule with the steps being equally spaced between the low and high ends of the salary range for each classification.

(B) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the **COUNTY**. Otherwise, step increases shall occur at twelve (12) month intervals unless the employee receives “needs improvement” or lower rating on their performance evaluation.

(C) Employees who are denied a step increase must be notified in writing prior to the scheduled date of the increase. The notice must identify the areas of deficiency. Employee will be given the opportunity to sign the notice. Employees who are denied a step increase may utilize either the Administrative Procedures Manual (APM) evaluation appeal process or may use the grievance procedure in Article 6. The only permissible claim of contract violation is a management rights violation because the performance deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable. The parties agree to make every reasonable effort to resolve the issue at or before Step 3.

(D) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

## **Section 3 – New or Revised Classifications**

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

(A) A proposed wage rate shall be established by the **COUNTY** and provided to the **UNION**.

(B) The rate proposed by the **COUNTY** shall 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 over the proposed wage rate within that same period.

(C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures described in Article 17, Section 1 (B) shall apply.

## **Section 4 – Salary Protection**

No employee shall incur a salary reduction 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 shall 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 shall not be assigned in a trainee status solely for the purpose of avoiding the provisions of this Section.
- (B) All assignments in training shall be authorized in writing upon the employee's request.

### **Section 6 – Bilingual Differential**

- (A) Positions designated as bilingual will receive five percent (5%) additional compensation above the base classification pay.
- (B) Bilingual designation is an adjunct classification, as indicated in Appendix E. The classification specifications will include bilingual skills of a specified level in a specified language or languages. For example, an OA2 position requiring bilingual skills would be designated as OA2-B.
- (C) The **COUNTY** shall determine which positions shall be designated as “B” classifications.
- (D) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to meet the minimum qualifications for the classification specification; this may include testing current employees on an ongoing basis to meet qualifications as determined by the **COUNTY**.
- (E) A “B” designated classification shall be considered a separate classification for the purposes of Article 16. In order for an employee in a non-“B” designated classification to bump into a “B” designated classification; the employee must meet the minimum qualification for level of fluency for the “B” designated classification.
- (F) The **UNION** may obligate the **COUNTY** to a formal classification review on two classifications to be designated as adjunct “B” classifications in addition to the six such classification reviews delineated in Article 19, Section (1)(C)(2).

### **Section 7 – Direct Deposit**

The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless the **UNION** is provided no less than thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the following protocols:

- (A) All employees hired after March 22, 2001, shall have their payroll transmitted via direct deposit

Employees hired before March 22, 2001, may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.

- (B) Employees who have no access to Employee Self-Service will continue to receive a payroll advice.
- (C) Direct deposit may be made to multiple financial institutions at the same time.
- (D) Subject to the conditions contained in subsection (E) herein, payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (E) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

**Section 7- Deferred Compensation**

**Effective the first pay date following July 1, 2021 the County shall contribute two percent 2% for each employee into a Deferred Comp account.**

**Section 8 – Classification and Compensation Review**

**The Union proposes that each of the individual classifications listed in the AFSCME classification and compensation study be moved to the appropriate level in the County's salary schedule / compensation plan that is closest to but not less than indicated in AFSCME's classification and compensation study results.**

**Section 9- Essential Worker Pay**

**The parties agree that any increases in compensation to represented or non-represented employees in Lane County funded thru the American Recovery Plan Act will trigger an automatic reopening of negotiations for all AFSCME units to negotiate essential worker pay.**

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|      | <b>Classification</b>        | <b>Current</b> | <b>UNION Proposal</b> |
|------|------------------------------|----------------|-----------------------|
|      |                              | <b>Grade</b>   | <b>6/14/21</b>        |
|      |                              |                | <b>Grade</b>          |
| A004 | Office Assistant 1           | 11             | 13                    |
| A005 | Office Assistant 2           | 16             | 19                    |
| A006 | Office Assistant Sr          | 20             | 23                    |
| A014 | Legal Secretary 1            | 18             | 21                    |
| A015 | Legal Secretary 2            | 22             | 26                    |
| A018 | Justice Court Clerk          | 18             | 21                    |
| A021 | Accounting Clerk 2           | 19             | 22                    |
| A022 | Accounting Clerk Senior      | 24             | 25                    |
| A033 | Accounting Analyst           | 30             | 31                    |
| A028 | Paralegal                    | 26             | 32                    |
| A032 | Accountant                   | 34             | 36                    |
| A034 | Payroll Specialist           | 27             | 30                    |
| A037 | Payroll Specialist, Sr.      | 31             | 38                    |
| B002 | Community Service Worker 2   | 22             | 24                    |
| B006 | Program Services Coord 1     | 28             | 30                    |
| B009 | Victim Advocate              | 23             | 29                    |
| B012 | Mental Health Specialist 2   | 33             | 40                    |
| B013 | Mental Health Specialist Sr  | 37             | 45                    |
| B015 | DD Specialist                | 28             | 30                    |
| B028 | Environmental Health Spec 1  | 26             | 30                    |
| B029 | Environmental Health Spec 2  | 31             | 38                    |
| B044 | Nutritionist/Dietitian, WIC  | 29             | 35                    |
| B055 | Assistant Veteran Svcs Coord | 24             | 29                    |
| B064 | Program Svcs Coord 2         | 34             | 36                    |

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|      |                               |    |    |
|------|-------------------------------|----|----|
| B068 | Mental Health Specialist 1    | 31 | 33 |
| B070 | MHO Care Coord Specialist     | 34 | 39 |
| B073 | DD Abuse Investigator         | 32 | 34 |
| B076 | Community Health Analyst 2    | 36 | 39 |
| B077 | Community Health Analyst, Sr  | 40 | 44 |
| B080 | Peer Support Specialist       | 12 | 16 |
| B081 | WIC Certifier                 | 22 | 23 |
| C004 | Administrative Assistant      | 25 | 27 |
| C006 | Administrative Analyst        | 27 | 30 |
| C030 | Stores Clerk                  | 16 | 22 |
| C031 | Stores Clerk Sr               | 23 | 28 |
| C055 | LEC Events Coord              | 20 | 25 |
| D001 | Custodian                     | 7  | 14 |
| D004 | Maintenance Specialist 2      | 22 | 24 |
| D006 | Detention Custodian           | 12 | 15 |
| D015 | Operations Events Worker      | 9  | 16 |
| D016 | Operations Events Worker, Sr  | 17 | 24 |
| D017 | Facilities Electrician        | 35 | 39 |
| F037 | Correctional Services Tech    | 24 | 27 |
| H007 | Programmer Analyst 2          | 40 | 43 |
| H008 | Program and Syst Analyst,Sr   | 44 | 47 |
| H023 | System Administrator, Sr      | 44 | 47 |
| H024 | Database Administrator, Sr    | 44 | 50 |
| H025 | Network Administrator, Sr     | 44 | 49 |
| H026 | Info Service Project Mgr      | 45 | 48 |
| H027 | Info Services Project Mgr, Sr | 47 | 49 |
| H028 | Info Technology Specialist 1  | 29 | 37 |
| H029 | Info Technology Specialist 2  | 39 | 40 |

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|      |                                |    |    |
|------|--------------------------------|----|----|
| H030 | Database Administrator         | 39 | 46 |
| H031 | System / Network Architect     | 47 | 53 |
| H034 | TS Business Analyst            | 44 | 47 |
| I025 | Special Waste Technician       | 26 | 33 |
| J024 | Land Management Tech           | 25 | 28 |
| J025 | Planner                        | 31 | 33 |
| J026 | Planner, Associate             | 35 | 36 |
| J027 | Planner, Sr                    | 39 | 42 |
| J033 | Plans Examiner 1               | 23 | 36 |
| J034 | Plans Examiner 2               | 31 | 42 |
| J035 | Plans Examiner, Sr             | 39 | 45 |
| J036 | Compliance Officer             | 31 | 33 |
| J041 | Special Waste Specialist       | 31 | 38 |
| J055 | Electrical Inspector           | 39 | 41 |
| J056 | Building Safety Specialist 1   | 30 | 38 |
| J057 | Building Safety Specialist 2   | 37 | 41 |
| J058 | Building Safety Specialist, Sr | 39 | 43 |
| K014 | Juvenile Justice Spec          | 23 | 24 |
| L008 | Cartographer / GIS Spec        | 30 | 31 |
| L011 | Property Appraiser 1           | 23 | 29 |
| L012 | Property Appraiser 2           | 27 | 34 |
| L013 | Property Appraiser 3           | 32 | 39 |
| L014 | Property Appraiser 4           | 36 | 40 |
| L016 | Sales Data Analyst             | 33 | 39 |
| L018 | Property Mgmt Officer 2        | 34 | 44 |
| L025 | Sales Data Analyst, Sr         | 36 | 40 |

**ARTICLE 11**

**LEAVE TIME AND HOLIDAYS**

**Section 1 – Holidays**

- (A) The following days shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (A) and (B) of this Section:

|  |  |
|--|--|
| New Year's Day   | Independence Day                       |
| Martin Luther King's Birthday<br>(3rd Monday in January) | Labor Day<br>(1st Monday in September) |
| Presidents' Day<br>(3rd Monday in February)              | Veterans' Day<br>(November 11)         |
| Memorial Day<br>(Last Monday in May)                     | Thanksgiving Day<br>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 shall mean any employee who:

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

- (C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall 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/work group are working a five (5) day, eight (8) hour work schedule shall 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/work group are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.

(2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:

(a) During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.

(b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs can be met.

When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

(c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.

(d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.

(3) Compensation for holidays shall be as per the following:

- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
- (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
- (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (d) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following thirty (30) calendar days.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall 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, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall 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. For eligible regular part time and eligible temporary employees who are not covered under Section 3, Personal Time Off, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

## **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, which is easy to understand, responsive to individual needs, and easy to administer.

### (B) Eligibility

This program covers all employees in the bargaining unit. ~~However, it is understood that initial probationary employees may only use time management for illness or emergency reasons.~~ Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

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

### (C) Accumulation

Except as limited in subsection 5, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

- (1) Eligible non-exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

| <b>Months of Service</b>          | <b>Earned Leave</b> | <b>Bi-Weekly Earned Leave Accumulation</b> |
|-----------------------------------|---------------------|--|
| 0 - 12 mos. (0 to 1 yr.)          | 20.0 days/yr        | 6.154 hrs/pay period                       |
| 13 - 24 mos. (1 yr to 2 yrs)      | 23.0 days/yr        | 7.077 hrs/pay period                       |
| 25 - 48 mos. (2 yrs to 4 yrs)     | 26.0 days/yr        | 8.000 hrs/pay period                       |
| 49 - 108 mos. (4 yrs to 9 yrs)    | 29.0 days/yr        | 8.923 hrs/pay period                       |
| 109 - 168 mos. (9 yrs to 14 yrs)  | 32.0 days/yr        | 9.846 hrs/pay period                       |
| 169 - 228 mos. (14 yrs to 19 yrs) | 35.0 days/yr        | 10.769 hrs/pay period                      |
| 229 - 288 mos. (19 yrs 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 exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

| <b>Months of Service</b>          | <b>Earned Leave</b> | <b>Bi-Weekly Earned Leave Accumulation</b> |
|-----------------------------------|---------------------|--|
| 0 - 12 mos. (0 yrs to 1 yr)       | 23.0 days/yr        | 7.077 hrs/pay period                       |
| 13 - 24 mos. (1 yr to 2 yrs)      | 26.0 days/yr        | 8.000 hrs/pay period                       |
| 25 - 48 mos. (2 yrs to 4 yrs)     | 29.0 days/yr        | 8.923 hrs/pay period                       |
| 49 - 108 mos. (4 yrs to 9 yrs)    | 32.0 days/yr        | 9.846 hrs/pay period                       |
| 109 - 168 mos. (9 yrs to 14 yrs)  | 35.0 days/yr        | 10.769 hrs/pay period                      |
| 169 - 228 mos. (14 yrs to 19 yrs) | 38.0 days/yr        | 11.692 hrs/pay period                      |
| 229 - 288 mos. (19 yrs 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 shall accrue and use time off under this program on a pro rata basis using the percentage of full-time the employee was paid in the previous two pay periods as a base.

(E) Existing Vacation

- (1) An employee's existing vacation accrual at the time of July 1, 1987 will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one basis.
- (2) Upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid out.

(F) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) 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 5 of this Article, or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(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 (2x) their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be ~~converted into pay at~~

the rate of one (1) hour for each two (2) hours of accrued time management leave paid out at fifty percent (50%) of the balance at the current rate.

(I) Death

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

(J) Scheduling

(1) Employees shall, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. 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 prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email, or text message). Substantiation of illness, injury, or emergency may be required by the **COUNTY** when a pattern of excessive use of time management, without prior supervisor approval, interfering with operations has been documented. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require the employee to have one (1) counseling session with the **COUNTY** provided Employee Assistance Program provider.

(2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 15-30 seniority option, shall be deemed to be 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 advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 15-30 shall be on a first come first serve basis.

(3) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of

layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January ~~15-30~~ of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(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 paid compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
  - (b) Employees must have a balance of at least forty (40) hours of time management after selling the time.
  - (c) 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) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar 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.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

(L) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time, and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance, and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and should notify Central Payroll if there are hours that are not eligible for donated time.
- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not dollar value of donation.
- (8) The 80-hour eligibility period for Disability Leave defined in Section 5 (B) below will not be subject to this program. An exception may be granted by the HR Director.

### **Section 3 - Personal Time Off (PTO)**

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, excluding Fee Collectors, will accrue Personal Time Off (PTO) at a rate of .115385 hours per each hour worked with a maximum accrual of 120 hours in a fiscal year.

- (A) PTO cannot be sold during the time a temporary employee is employed.
- (B) PTO will be ~~cash~~paid out at a rate of 1:1.
- (C) PTO will be ~~cash~~paid out upon end of the fiscal year, termination or upon the depletion of the 1040 hours.
- (D) PTO must be exhausted to take unpaid leave.
- (E) PTO must be used if an employee takes time off during a regularly scheduled work day including holidays.

#### **Section 4 – Occupational Illness or Injury**

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.

#### **Section 5 – Non-Occupational Disability Leave**

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability period.
- (B) All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.
- (D) The employee will be required to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period

for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.

- (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.

It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.

- (F) It is understood that any time off charged to disability leave pursuant to this Section 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.
- (G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted available Extended Illness Bank hours.
- (H) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.



Employees shall 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 days) 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 shall 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, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-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, and any other relationships as defined in the Administrative Procedures Manual. In order to receive reimbursement leave must be taken within thirty (30) calendar days of death. An employee may also be entitled to OFLA bereavement leave, which 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 7-8 – Jury Duty**

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be paid 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 shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty.

#### **Section 8-9 – 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 shall 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) Except for **UNION** leaves as provided in Article 4 and Family Medical and Parental Leave under state and federal law, employees are generally required to use accrued leave and compensatory time prior to going on leave without pay. Employees may request to retain up to eighty (80) hours of leave time, in recognition of the need to have time for sick leave purposes.

- (D) Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (E) With the exception of military active duty, Peace Corps, and **UNION** leave, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (F) Except for military leave, family medical leave, workers' compensation leave, **UNION** leave, or other statutorily protected leave, employees' credited years of service, seniority, probation, and leave eligibility dates will be adjusted after fifteen (15) consecutive days on leave without pay to reflect a deduction of the time of a leave without pay. Employee's merit eligibility, performance review, and probation dates will also be adjusted. Employees on leave without pay status will not accrue leave.
- (G) Employees on leave without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by state or federal law, or by mutual agreement of the parties. Employees on an approved leave of absence may purchase **COUNTY** health insurance at their own expense.
- (H) 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 shall be considered as having resigned. The position shall 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.

**Section 9-10 - Military Leave**

(A) Annual Training Leave

An employee who has been employed by the **COUNTY** for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) days in any training year for annual active duty training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing provided the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to the **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use

accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

(B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY's** Administrative [Policy Procedures](#) Manual for more information.

(C) If state or federal law change during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

**Section 10-11 – 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, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to and including discharge as provided for in Article 5 of this Agreement.

**Section 11-12 – Subrogation**

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall 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**

The **COUNTY** agrees to cover its eligible and qualified employees with certain insurance protection and related programs identified below. Should the costs of such programs increase during the life of this Agreement, the parties agree to reopen Article 12, or new or improved benefits are instituted as a result of legislative action, such increases shall be borne by the **COUNTY**.

- (A) Employee and eligible dependent health insurance;
- (B) Employee and eligible dependent dental insurance (including adult orthodontic care);
- (C) 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; ~~Effective January 1, 2018 - t~~The limits of the plan shall be 66-2/3% of a gross monthly income limit of \$10,000 or (\$6,667 per month).
- (D) Employee and eligible dependent vision exam plan to be included in the health plans;
- (E) Professional liability insurance while on **COUNTY** business;
- (F) Employee accidental death and dismemberment term life insurance in the amount of twenty five thousand dollars (\$25,000) or one times (1x) annual salary, whichever is greater;
- (G) ~~Effective January 1, 2018 - p~~Part time employees who are regularly scheduled to work between twenty (20) and less than thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent health and vision exam coverage under the COUNTY's group plan at the applicable COBRA rate. Employees within these positions on or before December 31, 2017 will continue their existing eligibility for health, dental and vision exam insurance.

**Section 2 - Health Insurance Plan**

- (A) Employees will have the choice between a point of service plan (the "Co-Pay Plan"), and the High Deductible Health Plan (HDHP) with a health savings account (HSA) the PrimePlus Plan, or the high deductible health plan (the "HDHP" plan) with an Health Savings Account HSA/HRA. All three plans include coverage for a vision exam. Employees may elect to move from plan to plan during subsequent open enrollment periods.

- (1) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, ~~2018~~2021.
- (2) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, ~~2019~~2022.
- (3) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, ~~2020~~2023.
- (4) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or health reimbursement arrangement within the first five (5) business days following January 1, ~~2020~~2024
- (5) For all employees who elect the HDHP, the **COUNTY** will deposit a prorated amount in the employee's HSA/HRA upon eligibility in their first year of employment. The HSA/HRA amount will also be adjusted and prorated for employees moving from individual to family enrollment during the year. The prorated adjustments under this paragraph will be effective the first pay period of the month following the date of eligibility.
- (6) Under the Co-Pay plan, the co-pay for professional services ~~will increase to~~is thirty-five dollars (\$35.00) per co-pay/visit.
- (7) ~~Effective July 1, 2018 a~~All employees will contribute the following toward their elected healthcare plan:
  - i. For all employees who elect the HDHP, the employee's monthly contribution ~~will be~~is as follows: Employee Only or Employee + Other (Children/Family/Spouse or Domestic Partner) = twenty dollars (\$20.00).
  - ii. For all employees who elect the Prime-Plus Plan, the employee's monthly contribution ~~will be~~is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = fifty dollars (\$50.00).
  - iii. For all employees who elect the Co-Pay Plan, the employee's monthly contribution ~~will be~~is as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = seventy dollars (\$70.00).

iv. For 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 monthly "Live Well" credit of twenty dollars (\$20.00) to the employee's health contribution cost.

~~(B)~~ Opt Out

(1) The **COUNTY** will offer an "opt out" provision for employees who determine that they do not require medical and vision exam insurance coverage through the County plans.

(2) The monthly amount that an employee would receive is \$350.00 in lieu of medical and vision exam insurance coverage. This amount will be \$175.00 for part-time employees hired on or after January 1, 2018.

(2) The employee will be required to provide proof of other group coverage at the time of the declination of County medical and vision exam insurance coverage, and is required to have continuous group medical coverage.

**Section 3 - Retirement Enrollment**

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

(A) The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's and employee's contribution

(B) The **SHERIFF** agrees to enroll each eligible and qualified Corrections Health Nurse and Corrections Nurse Practitioner occupying a budgeted position in the Sheriff's Office Corrections Division and working in the Sheriff's Office Corrections Division, in the Oregon Public Employee Retirement System classified as Police and Fire effective January 1, 2004.

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

**Section 4 - Retiree Health Benefits**

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

(B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be

eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.

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

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

(E) Employees hired on or after July 1, 1997 shall not be eligible for **COUNTY**-paid retiree health insurance benefits.

(F) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph (A) or (B) above but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible, including reduced benefits, will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

#### **Section 5 – Personal Property**

Loss or damage to personal property shall 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 the employee's 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, jewelry, personal cell phones or similar items.

#### **Section 6 - Employee Assistance Program**

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this Agreement. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential, unless compelled by law or unless the Employee Assistance Program has obtained a signed release from the employee.

**Section 7 – Fitness Membership**

The **COUNTY** shall establish an organizational membership at a local health club / gym so that employees may choose to work out on their personal time in order to maintain or improve their physical fitness. Should the service provider go out of the business or change ownership the **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.



**ARTICLE 19 JOINT LABOR/ MANAGEMENT CLASSIFICATION COMMITTEE**

**Section 1 – Composition, Meetings and Scope**

(A) The parties shall each designate no more than three (3) representatives to serve on the Joint Labor/Management Classification Committee (JLMCC).

(B) Normally, the JLMCC shall meet monthly. However, by consensus of its members, the JLMCC may decrease the frequency of its meetings or cancel forthcoming meetings.

(C) The scope of the JLMCC shall be expressly limited to the following functions:

(1) To provide the **UNION** a medium of input on the impacts of classification reviews or reclassification requests with regards to seniority, layoff and recall and internal equity. It is expressly stipulated that the means and process by which any classification review or reclassification request is conducted shall be solely determined by Human Resources Department.

(2) To provide the **UNION** a medium by which it can obligate the **COUNTY** to conduct a formal classification review for a total of no more than six (6) such classification reviews in each fiscal year. The **COUNTY** shall be obligated to complete a formal review and respond to such a request prior to the adoption of a budget for the subsequent year only for those requests that are submitted on or before October 1.

(3) To provide the primary medium by which the **UNION** shall be apprised of classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION**.

(D) Minutes shall be kept of all JLMCC meetings, which shall include the parties who attend, time and place of the meeting and a summary of action taken and/or the discussion of the meeting. Minutes shall be reviewed and approved at each subsequent meeting.

(E) JLMCC shall be expressly prohibited from the following:

(1) Negotiating wage ranges, wages or application dates for same. Subject to the limitations therein, such matters shall be only be addressed through the procedures provided in Article 10, Section 3 of this *Agreement*.

(2) All other matters not expressly authorized in section (1) (C) herein.

**Section 2 – Notice to the UNION and Opportunity to Inquire**

(A) When apprising the **UNION** of classification reviews or reclassification requests as provided in Section (1) (C) (3) herein, such information shall consist of any or all of the following:

(1) Requests for classification reviews or reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION** that may have been submitted by authorized department representatives or by Human Resources staff.

(2) Requests of reclassification requests that could reasonably involve incumbent employees who are represented by the **UNION** that may have been submitted by bargaining unit members.

(3) Periodic progress reports as to the status of requests or projects that have been subject to review.

(B) Normally, such information shall be provided as a regular business item in each meeting of the JLMCC.

(C) The **UNION** shall avail its participation in the JLMCC, to make timely and reasonable inquiries, normally during the next two (2) following JLMCC meetings regarding the herein referenced classification reviews or reclassification requests. In the event the **UNION** makes no inquiry, the **UNION** shall thereafter be foreclosed from making any such inquiries or requests for information.

(D) **Timeline for supervisor response shall be 2 weeks after employee submits PDQ request. Timeline for Department Director to respond shall be two weeks from Supervisors response to employee. Timeline for Human Resources to complete PDQ process shall be 4 weeks from Directors response or date response should have occurred. The Parties may mutually agree to extend timelines and that extension shall be in writing.**

### **Section 3 – Notice from the UNION to the COUNTY**

(A) In the event the **UNION** seeks to require the **COUNTY** to conduct a formal review as provided in Section (1) (C) (2) herein, the **UNION** shall:

(1) Notify **COUNTY**'s Human Resources Director ~~and Human Resources Services~~ of its intent to have a classification subject to such a review.

(2) Identify the classification and the bargaining unit incumbents in said classification.

(3) State the reason(s) why the **UNION** has identified said classification for the review process.

(B) Each classification identified as provided in Section (3) (A) (2) herein shall be considered a separate review for purposes of interpreting the **COUNTY**'s obligation under Section (1) (C) (2).

### **Section 4 – Effect of JLMCC Review**

Nothing in this Article shall be interpreted or implied to compel the **COUNTY** to approve any classification or modification thereof /reclassification subject to review by the JLMCC.