

**AGREEMENT**

**between**

**LANE COUNTY, OREGON**

**and**

**LANE COUNTY PUBLIC WORKS ASSOCIATION LOCAL 626**

**AGREEMENT**

**2009-2012**

**THIS COLLECTIVE BARGAINING AGREEMENT** is entered into by and between Lane County Board of Commissioners, hereinafter referred to as **COUNTY** and Lane County Public Works Association Local 626, hereinafter referred to as **UNION**, and constitutes the sole and complete agreement between the parties.

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## 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 I, RECOGNITION, Section 1.

**COBRA:** The term "COBRA" shall mean the Comprehensive Omnibus Budget Reconciliation Act of 1986.

**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.

**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.

**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.

**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 **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.

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

**Non-Probationary Employee:** The term "non-probationary employee" 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.

**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 six (6) months duration and which are for work in excess of twenty (20) hours per week.

**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 more than five percent (5%) 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. It also includes "special skills" required.

**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.

**Section:** The term "Section" shall refer to the next smaller recognized work unit than a Division.

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

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

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

## PREAMBLE

### **Section 1 - Purpose**

The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY's** objective of providing maximized efficiency and services to the public of Lane County.

### **Section 2 - Applicability**

- (A) This Agreement is applicable inclusively to bargaining unit employees in the unit heretofore known as Lane County Public Works Association Local 626 who are employed at any location in the Department of Public Works or its successor.
- (B) It is agreed and understood that this Agreement shall be limited and applicable only to bargaining unit employees, and only in connection with the performance of work within classifications covered by this Agreement.

### **Section 3 - Gender**

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

## ARTICLE I

### RECOGNITION

#### **Section 1 - Recognition**

- (A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **UNION** as the sole and exclusive representative of all employees classified as indicated in Schedule A, exclusive of persons so employed and classified but in a supervisory or confidential capacity.
- (B) Further, part-time employees who work on a year-round basis, but who are regularly scheduled to work 520 hours or less per year shall be considered "extra help" and not be eligible for permanent status. Such employees shall also not be eligible and qualified for any rights or benefits under the Agreement which are reserved for permanent probationary or non-probationary employees, including but not limited to, advancements within the wage range provided in the *Agreement* (Article X, Section 2)
- (C) SCHEDULE "A": Those employees of Lane **COUNTY** Public Works Department listed as follows:
  - Mechanic 1, Mechanic 2, Sr. Mechanic
  - Park Maintenance 1, Park Maintenance 2, Sr. Park Maintenance
  - Road Maintenance 1, 2, 3
  - General Laborer
  - Public Works Electrician
  - Fleet Purchasing Specialist
  - Sr. Fleet Purchasing Specialist
  - Shop Utility Worker

#### **Section 2 - Division of Labor**

Work historically performed by bargaining unit members shall not normally be performed by non-bargaining unit employees. This is not to be construed to change existing practice where, for example, a supervisor or lead worker may perform bargaining unit duties as part of their regular work assignment. Nothing in this section shall be construed as to limit the **COUNTY** from utilizing other persons to deal with emergency situations.

## ARTICLE II

### MANAGEMENT RIGHTS

#### **Section 1 - Retention of Rights**

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
- (B) It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; to discontinue all or any part of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its work forces; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this Agreement.

#### **Section 2 - Uniform Application**

Any rule or procedure issued under Section 1, above, shall be uniformly applied to all affected employees who are similarly situated.

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

#### **Section 3 - Contracting Out**

It is the general policy of the **COUNTY** to utilize its employees to perform work they are qualified to perform. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary. Prior to making its final determination, the **COUNTY** will notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), the **COUNTY** will negotiate with the **UNION** pursuant to the provisions of ORS 243.698. In cases of emergencies, as declared by the **COUNTY**, ORS 243.698 shall not apply.

No employee will be laid off as a direct result of contracting out bargaining unit work until this process has been completed.

#### **Section 4 - Inmate Worker Program**

The **COUNTY** may utilize the services of inmate labor to perform bargaining unit work subject to the following conditions:

- (A) No layoff or attrition shall occur in the bargaining unit for the duration of this contract due to the use of the Inmate Worker Program or programs of its type.

- (B) There will be no reduction of **COUNTY** funds available to the bargaining unit because of any programs of this type.
- (C) No bargaining unit employee shall be required to supervise, be supervised by, or work with any inmate labor involved in a program of this type.
- (D) Programs of this type may be expanded beyond bridge cleaning, guard rail clean-up, roadside litter cleanup, median strips, and manual clean-up in roadside plantings, and manual cleanup in all **COUNTY** Parks after the procedure specified in ARTICLE XVII, Section 2 has been completed.
- (E) It is agreed that the COUNTY may spend up to a cap of \$10,000 per year, in each of the three years of this contract, to pay inmate worker program only for picking up litter. This agreement (E) expires with this contract.

### **Section 5 - Exercise of Rights**

The **COUNTY** shall not exercise its rights set forth above for the sole purpose of avoiding the terms of this Agreement.

## ARTICLE III

### DUES DEDUCTION/FAIR SHARE

#### Section 1 - Fair Share

- (A) It shall be a condition of employment that all bargaining unit employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the **UNION** and shall pay monthly **UNION** dues and initiation fees, or pay to the **UNION** that percentage of full dues allowed by law, as their fair share of the cost of representation except as expressly modified in paragraphs (B) and (C) below.
- (B) Inasmuch as it is required that the **UNION** represent every employee within the bargaining unit, each employee is thus a recipient of the **UNION**'s Services. Therefore, subsequent to the signing of this Agreement and thereafter, an employee who has been employed by the **COUNTY** in the bargaining unit for more than thirty (30) days but is not a member of the **UNION**, must proportionally and fairly share in the cost of the collective bargaining process. An amount as specified by the **UNION** per Section 2(A) of this Article shall be segregated by the **UNION** and used on a pro rata basis solely to defray the cost of its services rendered in negotiating and administering this Agreement. The **UNION** shall upon written request rebate fair share deductions in excess of representation costs at least annually.
- (C) Any bargaining unit employee who objects to fair share payments on political grounds, ideological grounds or bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will be required to inform the **COUNTY** and **UNION** of such objections. The employee will meet with a representative of the **UNION** and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to nonsectarian, non-religious charity.

#### Section 2 - Deduction of Dues and Fees

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

#### Section 3 - Dues Transmittal/ Hold Harmless

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability whatsoever in performing its obligations as specified in this Article. Any costs incurred in the defense of the **COUNTY** in any legal action brought against the **COUNTY** for implementing the provisions of this Article shall be borne by the **UNION**. Nothing in this section shall be construed as to limit the **COUNTY**'s obligation to deduct and transmit dues and fees to the **UNION**.

**ARTICLE IV**  
**UNION RIGHTS**

**Section 1 - Union Activity**

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The **UNION** shall conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The **COUNTY** agrees that the designated **UNION** Representative(s) shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this agreement is being observed. The **UNION** Representative, shall first report their presence and intentions to the Director of Public Works, or designated representative, and shall conduct their activities in a manner which avoids loss of time or disruption of operation. All expenses incurred in the application of this provision shall be born by the **UNION** unless other arrangements are made with the Director of the Department of Public Works.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to three (3) at any one time.
- (E) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (F) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (G) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow ONE (1) **UNION** Executive Board members to attend Executive Board Meetings. It shall be understood that this shall be limited to no more than six (6) meetings per year with a maximum duration of one hundred twenty (120) minutes per meeting.
- (H) Any employee subpoenaed as a witness in any Employee Relations Board proceeding shall not suffer any loss of pay or benefits as a result of attending such proceeding.

## **Section 2 - County Union Meetings**

From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) in number unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion shall be furnished with the request for a meeting.

## **Section 3 - Information**

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

## **Section 4 - Union Business**

- (A) The **COUNTY** shall grant one (1) **UNION** officer two (2) days off per month to conduct **UNION** business during normal work hours. Such time is to be in one-half (1/2) day increments, scheduled in advance and shall be scheduled in such a manner as not to disrupt the normal operations of the Department. The **UNION** shall notify the Director of The Department of Public Works, in writing, which **UNION** Officer is authorized time off to conduct **UNION** business.
- (B) All costs associated with this time shall be born by the **UNION**, provided however:
  - (1) The **UNION** officer shall remain on the **COUNTY** payroll for the hours spent in conducting **UNION** business, and
  - (2) The **UNION** hereby authorizes the **COUNTY**, prior to transmittal, to deduct from the dues deducted pursuant to Article III of this agreement an amount equal to 150% of the regular hourly rate of the **UNION** Officer for each hour the **UNION** Officer is conducting **UNION** business pursuant to this section.

## **Section 5 - Protection of Rights**

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to the Arbitration Provisions (STEP 4) of Article VI-Grievance Procedure of this Agreement and further, if an Unfair Labor Practice charge is filed, any grievance over the issue becomes null and void and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

**Section 6 - Officers and Stewards**

The **UNION** shall provide a current list of its officers and stewards to the Labor Relations Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion. The **COUNTY** shall have no obligation to recognize or deal with any individual as an official representative of the **UNION** until five (5) days after any notification pursuant to this section.

## ARTICLE V

### DISCIPLINE AND DISCHARGE

#### Section 1 - Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article VIII of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following seven tests must be met:
- (1) Did the **COUNTY** forewarn the employee of possible consequences of his/her conduct?
  - (2) Was the rule or order involved reasonably related to the orderly, efficient, and safe operation of the **COUNTY**?
  - (3) Before administering discipline, did the **COUNTY** make an effort to discover whether the employee did, in fact, violate or disobey the rule or order?
  - (4) Was the **COUNTY**'s investigation conducted fairly and objectively?
  - (5) In the investigation, did the **COUNTY** obtain sufficient evidence or proof that the employee was guilty as charged?
  - (6) Has the **COUNTY** applied its rules, orders, and penalties evenhandedly and without discrimination?
  - (7) Was the degree of discipline reasonably related to the seriousness of the offense and the employee's record?
- (B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
1. Documented Oral warning
  2. Written Reprimand
  3. Suspension
  4. Discharge
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform his/her duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform his/her job is impaired.
- (E) Disciplinary action or the issuance of a notice of a pre-disciplinary hearing shall take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Date of occurrence shall mean the date the **COUNTY** had or should reasonably have had knowledge of the occurrence. Calendar days shall not include any paid leave days.
- (F) All documentation must be dated before inclusion in the official personnel file. Oral warnings shall be documented in the Department personnel file.

## **Section 2 - Pre-disciplinary Hearing**

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

- (A) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days or more by mutual agreement to prepare for the disciplinary hearing.
- (B) The employee shall be entitled to have a representative of their choosing at the pre-disciplinary hearing.

## **Section 3 - Effective Date of Discipline**

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

## **Section 4 - Extension of Time**

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

- (A) The time limits set forth in this article may be extended by mutual agreement.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this article shall commence at the close of any related criminal investigation and/or legal action.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### **Section 1 - Purpose**

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

#### **Section 2 - Grievance Steps**

##### (A) **STEP 1**

- (a) The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor.
- (b) The supervisor shall respond within seven (7) calendar days.

##### (B) **STEP 2**

If the grievance cannot be resolved in Step 1 above, or the supervisor has not responded within seven (7) calendar days, the grievance may be referred in writing no later than fourteen (14) calendar days following the date of occurrence of the grievance to the applicable Division Manager or designated representative who shall investigate the particulars of the grievance and shall attempt to resolve the issue within seven (7) calendar days of receipt, and shall furnish a written reply to the aggrieved party within that time period.

The written grievance shall include:

- (1) A statement of the grievance and relevant facts;
- (2) Applicable provisions of the contract; and
- (3) Remedy sought.

##### (C) **STEP 3**

- (a) If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party or designated representative may refer it to the Director of the Department of Public Works, no later than thirty (30) calendar days from the date of the Step 2 response or date when said response is due, who shall designate the **COUNTY's** Labor Relations Manager, or designee, and one other management person to act on their behalf to meet with an equal number of **UNION** representatives on behalf of the employee for the purpose of

reviewing the grievance and of making a recommendation to the Department Head for resolution.

- (b) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (c) The parties shall meet within thirty (30) calendar days from the date of referral to Step 3.
- (d) Any grievance, which involves discharge, or is of a class action nature, may be introduced at this step. For purposes of this section, "class action nature" shall refer only to those grievances that directly impact a significant group or class of employees and which the employees' immediate supervisor(s) does not have the authority to adjust.

(D) **STEP 4**

If the Committee is unable to reach a consensus regarding a resolution or the Director of the Department of Public Works fails to accept the recommendation of the committee, the matter may be referred to an arbitrator for final determination, provided that such referral shall take place within thirty (30) calendar days from referral to Step 3.

**Section 3 - Arbitration**

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.
- (B) The arbitrator shall have no authority to add to, subtract from, alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of the amount of salary actually lost during the period from fourteen (14) days prior to the filing of the grievance and the date of implementation of the arbitrator's award less any compensation that the employee actually received, including unemployment compensation. The back pay limitations provided for in this paragraph shall not apply, if the cause of the back pay liability is the **COUNTY's** failure to provide the information required pursuant to ARTICLE IV, Section 3 of this agreement.
- (D) The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration shall pay the full expenses and arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** shall assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.
- (G) Whenever possible, the **UNION** shall provide at least 72 hours advance notice to the Division Manager whenever an employee will be called to testify for the **UNION** in arbitration or Employee Relations Board proceedings.
- (H) Unless mutually agreed by the parties, arbitration hearings will be conducted on other than normal

work hours.

#### **Section 4 - General Provisions**

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives as provided in Article IV, Section 6 to act as Stewards in the investigation and processing of grievances on behalf on the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular work hours, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and one designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation. Time used for investigation of grievances must be requested in advance and approved by the employee's immediate supervisor. The supervisor shall not unreasonably deny any such request.
- (E) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings. A grievance that has been withdrawn by the employee may not be further pursued. The parties agree to document any grievance settlement.

#### **Section 5 - Time Limits**

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void. A grievance is settled pursuant to this paragraph shall not constitute a precedent for any future grievance.
- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

## ARTICLE VII

### GENERAL PROVISIONS

#### **Section 1 - Employee Information**

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide an initial supply of 25 copies of this Agreement to **COUNTY** and **COUNTY** agrees to distribute copies to new employees. If additional copies of this agreement are required during the term of this Agreement, **COUNTY** shall request such additional copies from the **UNION**.

#### **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 the Personnel Division. The official Personnel File shall be available to the employee and their designated representative for review and copying. Upon request, the employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (B) Employees shall be made aware of all documents placed in his/her Personnel File. Any member of the bargaining unit who disagrees with the content of a document which is critical of the employee placed in his/her Personnel file may prepare a written rebuttal and have such rebuttal document placed in their Personnel File provided that such documentation be submitted to the **COUNTY** Personnel Division via the Director of Public Works within fourteen (14) calendar days of the date stated on such negative document. Employees shall further have the right to add job-related documents pertinent to their employment to their Personnel File provided that such documentation be submitted to the County Personnel Division via the Director of the Department of Public Works. The Director of the Department of Public Works must submit said documentation to the County Personnel Division within five (5) days of receipt.
- (C) It shall be understood that any document added to an employee's official Personnel File, without the employee's knowledge, shall not be considered against the employee in any action affecting said employee.

#### **Section 3 - Expense Reimbursement**

- (A) Employees required by the **COUNTY** to remain overnight outside their immediate area of residence shall receive reasonable reimbursement of actual expenses incurred for lodging and meals, provided however, that reimbursement for meals shall not normally exceed the rate granted in the Administrative Procedures Manual, unless prior approval is secured from the Director of the Department of Public Works.
- (B) Receipts for lodging expenses are to be turned in with the report of expenses incurred. Receipts for meals shall not normally be required.
- (C) Employees required to use personal vehicles in the performance of job duties, or who are required

- to work at a location other than their established reporting place, shall be reimbursed mileage expenses at the then current rate as established by the Board of County Commissioners.
- (D) At the discretion of the employee, an optional non-receipted expense reimbursement of fifty-five (\$55) dollars per diem per twenty-four (24) hour period for meals and lodging may be granted by the **COUNTY** in lieu of (A) and (B) of this Section.
- (E) Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, shall be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
- (1) Breakfast: When the employee must leave his/her residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of his/her normal departure time.
  - (2) Lunch: When the conference, seminar or training session spans the employee's normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.
  - (3) Dinner: When the employee must travel from the conference, seminar or training session located for more than two (2) hours after their normal quitting time to reach his/her residence.
- (F) Employees shall exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement should directly and clearly relate to the conduct of **COUNTY** business.
- (G) The amounts provided for as expense reimbursement under this Article shall not be less than those established by the Board of County Commissioners and listed in the Administrative Procedures Manual.

#### **Section 4 - Work Rules**

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

#### **Section 5 - Personal Gear**

- (A) The **COUNTY** shall provide non-probationary and promotional probationary employees two hundred and twenty dollars (\$220) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees shall receive one hundred and ten dollars (\$110) on March 1 and one hundred and ten dollars (\$110) on September 1.
- (1) Effective July 1, 2010, the annual amount shall be two hundred and thirty dollars (\$230).
  - (2) Effective July 1, 2011, the annual amount shall be two hundred and forty dollars (\$240).
- (B) The **COUNTY** shall provide non-probationary and promotional probationary employees who regularly work on chip sealing and paving crew an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees shall receive this fifty dollars (\$50) on September 1.
- (C) Employees who complete the probationary period between payment dates shall receive a pro-rated amount based upon the number of full months between the time they complete the probationary period and the next payment date.

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

**Section 6 - COUNTY Provided Gear**

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

**Section 7 - Uniform Allowance**

When the **COUNTY** requires employees to wear uniforms, one of the following, at the **COUNTY**'s option, shall apply:

- (A) **COUNTY** shall annually, on or about January 15<sup>th</sup>, provide uniforms consisting of:

- Pants or Shorts (Up to a total of 3 pair)
- "T" Shirts and "Enforcement" Shirts – (Up to a total of 4)
- Heavy jacket (1)
- Lightweight Coveralls (1)

Employees shall be responsible to launder and maintain uniforms in good repair. Employees shall be responsible to replace items damaged or destroyed during the course of the year following distribution by the **COUNTY**.

**OR**

- (B) Employees shall provide and maintain uniforms, which meet standards established by **COUNTY**. Employees shall be responsible to launder and maintain uniforms in good repair. **COUNTY** shall reimburse uniform expenses to a maximum of one hundred fifty dollars (\$150) annually, provided that proof of actual purchase is furnished to the **COUNTY**.

**Section 8 - Hand Tools**

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

**Section 9 - Licenses**

- (A) Employees shall provide and maintain current any licenses required as a general condition of employment in their classification at their own expense.
- (B) The cost of any special licenses required of employees for their special job, but not normally required of their classification, shall be born by the **COUNTY**. Special licenses shall include hazardous materials, tank vehicle and double/triple trailer endorsements to the Commercial Drivers License (CDL).

- (C) An employee who fails to maintain a license that is required as a general condition of employment in his/her classification or who has a license suspended may, at the sole discretion of the **COUNTY**, be removed from his/her position until the employee obtains or regains the license. If the employee's license is revoked, suspended or becomes otherwise invalid for a period of ninety (90) calendar days or less, the employee may use any and all applicable earned leave, if available, for the time she/he is off the job if any.

## ARTICLE VIII

### SELECTION/PROMOTION

#### **Section 1 - Job Posting**

- (A) Each vacant bargaining unit position, except those filled by lateral transfer, shall be posted for employment applications.
- (B) Vacant positions within the bargaining unit which would be a promotional opportunity for at least three (3) permanent, non-probationary bargaining unit employees shall be posted for promotional applications only for a period of at least seven (7) days. In this case, the recruitment shall proceed as provided in Sections 2 and 3, below.
- (C) The **COUNTY** shall be immediately free to recruit from outside the bargaining unit for all vacant positions at the entry level or where the vacancy would be a promotional opportunity for less than three (3) permanent, non-probationary bargaining unit employees without first posting for promotional preference. In this case, permanent, non-probationary bargaining unit employees who apply for the position as a promotion within the posting period shall still be eligible for promotional preference as provided in Sections 2 and 3, below.

#### **Section 2 - Promotional Preference**

Permanent, non-probationary, bargaining unit employees who complete an official employment application during the in-house posting period specified in Section 1(B), above and who meet the minimum qualifications for the classification shall be eligible for promotional preference for all bargaining unit positions, subject to the following:

- (A) A minimum of three (3) eligible applicants apply for the position during the in-house posting period above.
- (B) Promotional preference eligibility shall be based on: (a) meeting the minimum qualifications for the classification and (b) scoring at least 70 points on an examination and/or supplemental questionnaire as determined by the **COUNTY** to be appropriate for the vacant position.
- (C) All employees who achieve a score of at least 70 points will receive seniority points at the rate of two (2) points for each full six months of employment up to a maximum of 60 points (15 years of service).
- (D) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a salary range 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) The examination will be offered for each vacant, posted position. Any bargaining unit employee, who has taken the examination for a previous vacancy in the same classification and Division as the current vacancy within the previous six (6) months, may elect to submit their previous score to compete for the current vacancy.

#### **Section 3 - Outside Recruitment/Referral**

- (A) If three (3) or more bargaining unit candidates qualify for promotional preference, only bargaining unit candidates will be referred for an employment interview up to a maximum of five (5)

candidates.

- (B) If fewer than three (3) qualified employees apply for promotion and receive a score of seventy points on the examination or Supplemental Questionnaire, the **COUNTY** shall be free to recruit candidates from outside the bargaining unit. Promotional candidates who scored a minimum of 70 points on the examination and/or supplemental questionnaire shall be placed in the list of potential candidates in the order of their total score as determined by Section 2 (C), above. Other promotional candidates who meet the minimum qualifications for the classification shall be placed in the list of potential candidates in the order of their score on the examination and/or supplemental questionnaire only. The top five (5) candidates from all sources shall be referred to the appointing authority for an employment interview.
- (C) The appointing authority may select any one of the candidates referred.

#### **Section 4 - Lateral Transfers**

- (A) Lateral transfers may generally only be made from one authorized position to another within the same classification.
- (B) Lateral transfers will only be considered when a position becomes vacant unless there are two (or more) transfer candidates who can "trade" positions.
- (C) If an employee is interested in being considered for lateral transfer, he/she may submit a written request for lateral transfer, clearly explaining the employee's interests, to the manager of the Division to which transfer is desired. The request must be received before a position is posted in order for a transfer to be considered.
- (D) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted.
- (E) Divisions 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.

#### **Section 5 - 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 employees employed in classifications represented by the **UNION**, shall serve a probationary period of six (6) continuous months worked in that classification. Employees failing to receive a competent or better, evaluation rating on their probationary review may have their probationary period extended for a period not to exceed 90 days.
- (D) This Section shall apply to part-time bargaining unit employees as follows:
  - (1) Part-time bargaining unit employees who are regularly scheduled to work year-round

between 520 and 1,040 hours per year in positions which otherwise meet the definition of "permanent employee" under the terms of this Agreement shall serve a probationary period of 520 hours worked or six (6) months, whichever is longer.

- (2) After completion of the probationary period, such employees shall be considered non-probationary employees for the purpose of determining rights and benefits under the *Agreement*, except that they shall not be considered eligible and qualified for insurance benefits provided under Article XII, Sections 1 and 4 of the *Agreement*.
- (E) Employees who are transferred from one position to another but do not change classification, shall not serve a probationary period.
- (F) 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 anytime 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 within the same section for a period of eighteen (18) months.
- (G) Any probationary employee not notified of performance deficiencies noted during the first one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.

## ARTICLE IX

### 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 receive two (2) consecutive days off, but not necessarily in the same workweek.

#### **Section 3 - Employee Work Schedule/Reporting Place**

- (A) It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules and/or reporting place are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, the **COUNTY** shall notify the affected employee ten (10) calendar days prior to implementation of such changes. An employee may waive the ten (10) day notice requirement. Such waiver shall be in writing.
- (B) Temporary work schedule and/or reporting place changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency is 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 and/or reporting place 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 and/or reporting place; 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 and/or reporting place preference. The **COUNTY** shall have the final decision in all cases.
- (E) Employees shall report to their permanent 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.

#### **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.
- (B) An employee may submit a written request to his/her supervisor for a permanent or semi-permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide for a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day.
- (C) When an employee works an alternate work schedule pursuant to (A) or (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime

provisions of this agreement. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

- (D) The granting or denial of any request for an alternate work schedule shall be at the sole discretion of the **COUNTY** and shall not be subject to the grievance and arbitration provisions of this agreement.

### **Section 5 - Overtime**

When the **COUNTY** requires employees to work overtime, the following shall apply:

- (A) Authorized overtime work shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
- (B) Except as modified by Section 4 above, all work performed in excess of eight (8) hours in any one workday, or forty (40) hours in any workweek shall be considered overtime work.
- (C) 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.
- (D) 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.
- (E) Overtime shall be compensated only once for the same hours worked.
- (F) Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- (G) Any 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 (7th) day.

### **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.
- (D) Employees whose work schedule requires one-half (1/2) or more of their shift to be during the night 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**.
- (E) 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**.

### **Section 7 - Cleanup Time**

Employees shall be afforded fifteen (15) minutes prior to the conclusion of the workday for the purpose of clean-up and preparation of personal work gear for the next day.

### **Section 8 - Call Back/Reporting Time**

- (A) Except as follows in this section, an employee who is called back to work prior to their next scheduled shift shall be guaranteed a minimum of four (4) hours' work.
- (B) During periods of emergency sanding and snowplow operations, 7:00 PM will be the cut-off time in determining employee shift change time vs. call back time. If emergency sanding and snowplow operations are required and employees are informed prior to 7:00 PM, it will be considered shift change time. If employees are informed after 7:00 PM, it will be considered call back time. For purposes of this provision, the term "emergency" is defined as an ice and/or snow event which could not be accurately predicted far enough in advance to implement the normal work schedule change procedure described in Section 3 (A) of this Article.
- (C) With regard to weather-related and/or similar "emergency" situations where the need to change schedules cannot be predicted in advance, but specifically excluding the sanding/snowplowing operations addressed in Paragraph (B) above:
  - (1) If an employee is notified prior to the end of their regular shift that their schedule is to be changed for their next shift, it will be considered a shift change for emergency reasons and will not result in standby or call out pay. Overtime pay will only apply if the employee was assigned to work beyond the end of the newly scheduled shift.
  - (2) If an employee is called out after the end of their shift and more than four (4) hours prior to their next scheduled shift, it shall be considered call out and the employee will be guaranteed four (4) hours of work.
  - (3) If an employee is called out four (4) hours or less before the start of their next shift, the employee will work the call out hours in addition to their regular shift and be eligible for overtime. An employee who has been called out may request a shift change in order to leave work before the end of their regular shift, in which case they will only be paid for the actual hours worked. However, if a supervisor sends an employee home prior to the end of their regular shift, the employee will receive their regular pay including overtime, through the end of their regular shift.

For purposes of this provision, the term "emergency" is defined as an unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**,

- (D) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of four (4) hours' pay at the applicable straight or overtime rate. It is understood that this provision shall not apply if such employee has previously been told not to report for work.
- (E) It is also understood that the provisions of this Section are applicable only to the extent that such employees accept any work available.

### **Section 9 - Shift Differential**

- (A) Day shift shall be any shift commencing subsequent to 6:00 a.m. and ending prior to 6:00 p.m.; and the night shift shall be any shift commencing subsequent to 6:00 p.m. and ending prior to 6:00 a.m.

- (B) Permanent Probationary and Non-Probationary employees whose work assignment is the night shift shall receive an additional three percent (3%) over their regular hourly rate of pay, subject to the following:
- (1) If an employee works at least one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for their entire work shift.
  - (2) If an employee works less than one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for a minimum of one-half (1/2) of the total hours of their work shift.
  - (3) If an employee works on a special short duration work assignment which involves any length of time within the night shift, they will receive shift differential for their entire work shift.
  - (4) Shift differential shall not be paid when an employee is on overtime on the day shift and works into the night shift. Shift differential shall continue to be paid when an employee is on overtime on the night shift and works into the day shift.
  - (5) Shift differential shall not be paid when an employee is on a four (4) day, ten (10) hour work schedule and less than two (2) hours of their regular work shift extends into the night shift period.

### **Section 10 - On-Call Time**

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

- (A) The Electrician may be required to be available for work or assignment on a continual standby basis where necessary for **COUNTY** operations. Continual standby shall not exceed one month in duration with at least one month between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. **COUNTY** shall pay the Electrician \$300 per month as compensation when the employee is required to be on continual standby.
- (B) Any bargaining unit employee may be required to be available for work or assignment on an occasional standby basis for expected emergency conditions or for effective **COUNTY** operations. When requiring employees to be on standby, the **COUNTY** shall pay such employees one (1) hour regular wage per day as compensation for standby time. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate in addition to the one (1) hour regular wage per day as compensation for standby time.

## ARTICLE X

### WAGES

#### **Section 1 - Salary Range Adjustments**

- (A) The salary range for each presently established job classification is set forth in Schedule B.
- (B) Effective the first full pay period following July 1, 2009, compensation for each presently established job classification will be increased by 3%.
- (C) Each member in the bargaining unit employed on July 1, 2009 in permanent status shall receive a one-time cash payment of \$100; additionally, a one-time cash payment to Food For Lane County in the amount of \$100 will be made on behalf of each member of the bargaining unit employed on July 1, 2009.
- (D) Effective the first full pay period following July 1, 2010, compensation for each presently established job classification will be increased by 2.5%.
- (E) Effective the first full pay period following July 1, 2011, compensation for each presently established job classification will be increased by the CPI-U Portland/Salem, but no less than 1.5% and no greater than 3.5%.

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

- (A) The compensation plan shall be based on a 10 Step schedule in the manner shown on Schedule B.
- (B) The anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a “competent” (“satisfactory”) or better rating on their performance evaluation.
- (C) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee 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 for over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures established in Article XVII, Section 2 shall apply.
- (D) No new or modified classification shall become effective until such time as both the **UNION** and the Board of County Commissioners ratify the permanent wage rate.

#### **Section 4 - Salary Protection**

No employee shall have his/her salary reduced because of the establishment of a new or by substantially modifying an existing classification pursuant to Section 3 of this Article.

#### **Section 5 - Out of Class**

- (A) An employee temporarily transferred from a job at a lower rate of pay to a job classification at a higher rate of pay for a period in excess of one (1) hour 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 as provided for in the Operator Training Program as provided for in Article XIV, TRAINING, of this Agreement.
- (C) It shall be understood that whenever the **COUNTY** identifies the need to employ extra help, the current permanent staff will be given the opportunity to work out of class in the position identified for extra help. In this case, working out of class assignments will be made subject to the following:
  - (1) Assignments will only be made within the division.
  - (2) Employee qualifications, including certification, will be determined by the **COUNTY**.
  - (3) Employees may reject the assignment.
  - (4) The **COUNTY** is not required to provide a ten (10) day notice of change of the reporting place.
  - (5) The **COUNTY** may terminate the working out-of-class assignment for inability to perform.
  - (6) Working out-of-class assignments shall be for the duration of the project; however, if an employee terminates assignment, the **COUNTY** may fill the position with extra help.
  - (7) Eligibility for these assignments will apply only to permanent, non-probationary employees.
  - (8) No significant disruption of **COUNTY** operations.
- (D) Any RM-2 operating the Mobile Solid Waste Packer ("Bigfoot") shall be paid out of class as an RM 3 only for those hours it is being set-up or operated, but not while in transit from job site to job site.
- (E) Any Mechanic 1 working in the field without direct supervision with shop or lube truck will receive 5% out of class differential.

#### **Section 6 - Equipment Differential**

The **COUNTY** agrees to pay an additional five percent (5%) above their normal straight time hourly rate to employees while operating the following pieces of equipment:

- (A) Crane
- (B) Pit Cat at Glenwood
- (C) Asphalt Blade Patch Grader
- (D) Small Distributor when using asphalt products exceeding 200 F.
- (E) Large Distributor
- (F) Striper Operator in charge while striper is in operation

- (G) Blasting with Dynamite
- (H) Excavator Operator when Leadworker is not present
- (I) Chemical Spray Truck Crew
- (J) Operator in charge of Crack Sealing Crew when Supervisor or Lead Worker not present
- (K) Short Mountain Heavy Equipment (Large crawlers, Compactors and Scrapers)
- (L) Small Crawlers at Short Mountain Landfill
- (M) Vegetation High Lift
- (N) Snow Removal
- (O) Sanding
- (P) Striper Truck Driver
- (Q) Chip Spreader (Main Operator)
- (R) Grade Operator in charge of crew when Supervisor or Leadworker not present (multiple truck/more than 3 people)

For Snow Removal and sanding only, differential will be paid for the entire shift when an employee is called out prior to their normal start of shift.

### **Section 7 – Direct Deposit**

- (A) All employees hired subsequent to March 1, 2001 shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self-Service.
- (B) Employees hired before March 1, 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.
- (C) Employees whose payroll is subject to direct deposit may opt to continue to receive a payroll advice comparable to that which is provided under the status quo.
- (D) Direct deposit may be made to an unlimited number of financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

### **Section 8 – Deferred Compensation**

- (A) Effective the first pay period following July 1, 2006, the **COUNTY** will continue to contribute 1% of the employee's PERS subject wages into one of the **COUNTY'S** deferred compensation providers.
- (B) It shall be the responsibility of the employee to assure that his/her account does not exceed the maximum allowed under IRS rules.
- (C) Effective the first pay period following July 1, 2007, the **COUNTY'S** contribution will be 2% of the employee's PERS subject wages.
- (D) Effective the first pay period following July 1, 2008, the **COUNTY'S** contribution will be 3% of the employee's PERS subject wages.

### **Section 9 – Minor Payroll Adjustments**

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

## ARTICLE XI

### 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	Labor Day
President's Day (3rd Monday in February)	(1st Monday in September)
Memorial Day (Last Monday in May)	Veteran's Day (November 11)
Independence Day	Thanksgiving Day
Martin Luther King's Birthday (3rd Monday in January)	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 non-probationary or probationary permanent employee who:

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

- (C) Holiday Pay

- (1) Full time eligible bargaining unit employees 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 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 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 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 holidays on a pro rate basis using the percentage of full time the employee worked in the previous two pay periods as a base.
- (3) Compensation for holidays shall be as per the following:
  - (a) Pay for each holiday which falls on a day the employee otherwise would work.

(b) In addition to compensation under (a) above, an 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 the holiday. If the employee requests, alternate time off with pay at a mutually convenient time shall be granted in lieu of (a) above.

(4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holidays on Day off

Whenever a holiday shall fall on an employees scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) 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.

(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 by the end of the fiscal year.

**Section 2 - Time Management**

(A) Purpose

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

(B) Eligibility

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

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

(C) Accumulation

Eligible employees shall accumulate earned leave, based on full-time status, at the following rates:

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

(D) Part-time employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis, based upon the percent of full time equivalence authorized for the position.

(E) Existing Vacation

- (1) Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance.
- (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 in cash.

(F) Usage

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 4 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 pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

(G) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation 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 take sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

Upon the termination of a non-probationary 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.

(I) Death

In the event of the death of a non-probationary 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. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.
- (2) 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. Failure to provide satisfactory substantiation may result in disciplinary action pursuant to Article V, DISCIPLINE AND DISCHARGE, of this Agreement.

(K) Conversion

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

(L) Layoff/Recall

- (1) Employees laid off may sell back up to a maximum of eighty (80) hours of time management on a one to one basis, including any time management they may have already sold back in that year, regardless of whether or not they have taken or scheduled eighty (80) hours of time management,
- (2) Employees who are recalled from layoff may buy back, within six (6) months of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were cashed out.

**Section 3 - Occupational Illness or Injury**

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

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

- (C) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

#### **Section 4 - Disability Leave**

- (A) After completion of six (6) months of employment if a non-occupational illness or injury exceeds 80 hours elimination period, the COUNTY will provide compensated time off at the regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) for the next two weeks or any part thereof; at eighty per cent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any workers compensation benefits for which the employee may be entitled following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only time management leave used during the first eighty (80) hour elimination period will be charged against the employee's time management leave balance. If an employee returns to work, but is then off for the same illness or injury within the ninety (90) day period, the time off shall be charged to disability leave as provided for in this paragraph. However, an employee whose disability leave exceeds two 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.
- (B) Once an employee has received benefits under this provision, he/she will not be eligible to use time management leave again until he/she has returned to work and subsequently suffered another illness or injury.
- (C) 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.
- (D) Employees who are on disability leave shall not accrue Time Management.

#### **Section 5 - Bereavement**

Non-probationary 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) 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, grandparent, grandchild, stepmother, stepfather, step-child, father-or mother-in-law, son-in-law or daughter-in-law or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of the death.

#### **Section 6 - Substantiation**

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

#### **Section 7 - Jury Duty**

An employee called for jury duty, or subpoenaed as a third party or 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 reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work 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 - 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. Good cause shall include, but shall not be limited to, the following reasons:

- Jury Duty
- Death in the Family
- Military Service
- Medical Reasons
- Peace Corps Service
- Union Business

- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence shall be made until such leave has been properly approved. 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.
- (D) With the exception of military active duty, Peace Corps, and **UNION** leave granted in accordance with Article IV, Section 1(F), a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee who has been employed for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) calendar days or eleven (11) work days in any military fiscal year whichever is less.

### **Section 9 - Unexcused Absence**

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

### **Section 10 - Subrogation**

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

### INSURANCE AND RELATED

#### Section 1 - Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered by the **COUNTY** whenever such charges become effective. The **COUNTY** agrees to notify the **UNION** at least thirty (30) days prior to implementing any changes in any insurance or related benefit, unless such change is beyond the **COUNTY**'s control. Upon request, the **COUNTY** shall meet with the **UNION** to explain such changes.

- (A) Employee and dependent health insurance, with major medical services, also known herein as the "Traditional" plan, or, at the option of the employee, a "Managed Care" plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance;
- (C) Employee accidental death and dismemberment term life insurance in the amount of \$25,000 or one times annual salary, whichever is the greater;
- (D) Employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability, not to exceed the limits of the plan;
- (E) Employee and dependent vision plan.

Eligible and qualified permanent part-time employees hired after July 1, 2003, who are regularly scheduled to work between twenty (20) and thirty (30) hours per week shall receive employee-only health, dental and vision insurance. Such employees may elect to self-pay for purchase of dependent coverage under **COUNTY**'s group plan.

#### Section 2 – Health Insurance Plan

- (A) Effective August 1, 2003, the following changes will be made to the health insurance plan:
  - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year, per insured, up to a maximum of three (3) per family.
  - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,500 per year, per insured, up to a maximum of three (3) per family.
  - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
  - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY**'s health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment, and Tier 3 drugs will require a \$35 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for one co-payment, and a 90-day supply may be obtained for 2 co-payments.

- (B) **UNION** agrees to maintain an assertive duty to support plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%) during the term of this Agreement.

### **Section 3 - Insurance Enrollment**

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** shall pay the employer's contribution.

Effective the first pay period following July 1, 2006, the **COUNTY** will contribute the employee's 6% to the Individual Account Program (IAP) administered by PERS.

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

### **Section 4 - Retiree 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 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 health insurance and may transfer from the active group to the retired group.
- (C) Retired employees eligible for **COUNTY** health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.
- (D) To qualify for retirement and be eligible for **COUNTY**-paid medical insurance, an employee must meet the **COUNTY** service requirement in subsection (A) or (B) above and be receiving a PERS pension, or meet **COUNTY** service requirements and be eligible for and receiving disability benefits under PERS or Social Security.
- (E) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to ARTICLE XVI of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which he/she would otherwise be entitled pursuant to this section.
- (F) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (G) In order to provide an early retirement alternative to employees who have met the length of service requirement, but who do not meet the age requirement for PERS retirement benefits, such employees must continuously self-pay their Lane County medical insurance premium for the period of time until age eligible and drawing PERS. Upon eligibility for PERS retirement, the employee will be eligible for **COUNTY** paid Retiree Medical benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY** paid benefits and will terminate this option.

### **Section 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 his/her job;
- (B) such loss or damage occurs during the course of employment;

- (C) the loss was not the fault of the employee;
- (D) this provision does not apply to personal vehicles or similar items.

**Section 6 - ICC Physical Examinations**

An employee required to maintain a Commercial Driver's License shall have the option of going to a physician designated by the **COUNTY** at no expense to the employee or of going to a physician of the employee's own choice and being reimbursed in an amount not to exceed the amount the **COUNTY** would pay had the employee gone to the physician designated by the **COUNTY**, as mandated by law for legally required ICC Physical Examinations.

## ARTICLE XIII

### SAFETY

#### **Section 1 - Safety Policy**

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to established safety rules and regulations and that failure to conform to such rules and regulations shall be subject to disciplinary action which may include discharge.

#### **Section 2 - Safety Committee**

The **COUNTY** shall maintain a Public Works and a **COUNTY**-wide Safety Committee. The chairperson of the Public Works Safety Committee shall be appointed by the Director of the Department of Public Works. The Chairperson shall vote only in case(s) of a tie. The **UNION** shall be represented on the Public Works Committee by two (2) representatives and on the **COUNTY**-wide Committee by one (1) representative, appointed by the **UNION**. For the Public Works Safety Committee, the Director of Public Works shall appoint departmental representatives equal in number to the total number of **UNION** representatives for all affected bargaining units.

#### **Section 3 - Committee Functions**

The Committee shall perform the following primary functions:

- (A) The Committee shall recommend minimum health and safety standards regarding working conditions to the Director of Public Works.
- (B) The Committee shall recommend appropriate training programs on safety.
- (C) The Committee shall be empowered to make recommendations on safety issues.
- (D) The Committee shall function as an Accident Review Board. The Committee shall have the authority to investigate accidents and make appropriate recommendations.

#### **Section 4 - Meeting Schedule**

The Committee shall meet at least once per month during regular work hours. Meetings shall be scheduled at such times and in a manner that all business can be conducted during regular work hours. At no time shall the Committee have authority to alter, modify, amend, vacate, supersede or change any terms or conditions of this Agreement.

#### **Section 5 - Employee Responsibility**

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

#### **Section 6 - Personal Protective Equipment**

- (A) The **COUNTY** will provide necessary personal protective equipment, including coveralls, hardhats, hearing protectors and safety vests. When such protective equipment is provided, the **COUNTY** may require that employees use the equipment.

- (B) The **COUNTY** will provide non-prescription safety glasses where required. The **COUNTY** will pay up to \$15.00 once every two (2) years toward prescription safety glasses.
- (C) Any personal protective equipment or special gear must be returned to the **COUNTY** in reasonable condition following use. Employees shall be charged the then current replacement rate for equipment or gear not so returned.

## ARTICLE XIV

### TRAINING

#### **Section 1 - Support**

The **COUNTY** understands and supports the concept of training for bargaining unit employees. Training may include operator training, safety training, first-aid training, supervisory training, seminars, classroom courses and other types of training, which meets **COUNTY** needs.

#### **Section 2 - Required Training**

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

#### **Section 3 - Employee Interest**

The **COUNTY** will provide an opportunity for bargaining unit employees to express a written interest in training. **COUNTY** needs and employee interest will be considered as training programs are developed.

#### **Section 4 - Training Committee**

After a new training program is initiated, the Training Committee shall meet at least annually to review program status and consider the need for program adjustments. Either **UNION** or **COUNTY** may request additional meetings of the Training Committee which shall be scheduled at a mutually convenient time by the Training Coordinator, provided that neither party shall be obligated to participate in meetings more often than quarterly unless mutually agreed by the parties.

Meetings of the Training Committee shall be held during regular **COUNTY** business hours.

#### **Section 5 - Trainee Selection**

The selection of employees for training will be based on the needs of the **COUNTY** and the desires and seniority of the employees.

#### **Section 6 - Division Training**

Any **COUNTY** division can furnish its employees additional training as the division management deems necessary, provided that, whenever possible, seniority will be considered.

#### **Section 7 - Compensation and Benefits While Training**

Employees shall not be entitled to out-of-class claims while training. Employees must provide their own transportation to the training location and any change to work location or schedule for training will not be considered a change of conditions requiring a written ten (10) day notice.

#### **Section 8 - Transfer After Training**

Employees who request and are provided training by the **COUNTY** may be required by the **COUNTY** to transfer to a position where the employee's new job skills will be effectively utilized.

**Section 9 - Training Proposals**

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

## ARTICLE XV

### SENIORITY

#### **Section 1 - Definition**

- (A) Except as provided in Paragraph (B) of this Subsection, seniority is defined as the relative position of an employee in relation to other employees based on most recent date of continuous classified employment within the Bargaining Unit, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service. Bargaining unit employees promoted or transferred out of the bargaining unit shall have right of return including bumping rights and have their frozen bargaining unit seniority restored only until they have completed their probationary period in the non-bargaining unit position.
- (B) For positions in the Fleet Purchasing Specialist series, seniority is defined as the relative position of an employee in relation to other employees in the series based on most recent date of continuous classified employment with **COUNTY**, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service.

#### **Section 2 - Continuous Service**

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

#### **Section 3 - Seniority List**

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

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

## ARTICLE XVI

### LAYOFF AND RECALL

#### **Section 1 - Layoff**

- (A) Employees with the least seniority within the job classification and series shall be subject to layoff first. It shall be understood that initial probationary, extra help and temporary employees within the affected classification series shall be removed from **COUNTY** employment before a layoff of permanent employees occurs. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Notwithstanding Paragraph (A), above, in the case of layoffs in the Fleet Services Division, employees in Mechanic 2 and Senior Mechanic positions shall be subject to layoff without consideration of job classification on the basis of seniority only.
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

#### **Section 2 - Bumping Rights**

- (A) Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification shall move to a lesser classification in the same series provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series.
- (B) In case of layoffs in the Parks Division, employees in the Sr. Park Maintenance classifications shall have bumping rights to the Road Maintenance 2 classification and employees in the Park Maintenance 2 classification shall have bumping rights to the Road Maintenance 1 classification on the basis of seniority.
- (C) In case of layoffs in Road Maintenance, employees in the Road Maintenance (2 & 3) classifications shall have bumping rights to the Park Maintenance 2 classification on the basis of seniority.
- (D) In the case of layoffs in the Fleet Services Division, employees shall have bumping rights as per Attachment A on the basis of seniority.

#### **Section 3 - Recall**

- (A) Layoff status employees shall be recalled in order of seniority within the job classification and series from which they were laid off, provided that such recall shall not result in a promotion from the position the employee held at the time of layoff.
- (B) Prior to any outside recruitment, employees on layoff status shall be given preference in filling bargaining unit vacancies not filled by promotion. Employees shall be recalled pursuant to this section in accordance with their seniority provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position and such recall does not result in a promotion.
- (C) Order of recall preference shall be as follows:
  - 1. Recall to former classification.
  - 2. Recall to lower position in same classification series.

3. Recall pursuant to 3 (B) above
  4. Compete for positions as per Article VIII of this Agreement.
- (D) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Sections 3(A) and 3(B) of this Article.
- (E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 3(A) of this Article.
- (F) An employee shall not be required to accept recall to a position located more than twenty five (25) miles from their previous reporting place.
- (G) The **COUNTY** shall furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights, and the **COUNTY** shall not be required to recall employees to a temporary position on the basis of seniority. It is understood that the **COUNTY** will offer employment to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.

#### **Section 4 - Protection/Rights During Layoff**

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

#### **Section 5 - Termination for Exhaustion of Non-Occupational Disability Leave**

Employees who have terminated upon exhaustion of non-occupational disability leave benefits provided under Article XI, Section 4, shall be deemed to have been laid-off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the physical or mental problems have been corrected to the point where the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.

## ARTICLE XVII

### RELATIONSHIPS

#### **Section 1 - Entire Agreement**

The parties herein agree that the relationship between them shall be governed by the terms of this Agreement.

#### **Section 2 - Change in Conditions**

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

#### **Section 3 - Savings Clause**

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

#### **Section 4 - Individual Agreements**

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

**ARTICLE XVIII**

**TERMINATION**

**Section 1 - Duration**

Unless otherwise specifically stated, this Agreement shall become effective upon ratification and shall remain effect until and including June 30, 2012, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement by April 1, 2012, or if no such notice is given at such time, before April 1, of any subsequent anniversary.

**Section 2 - Notice**

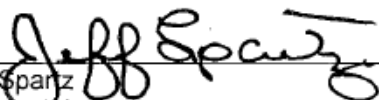
If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration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

**Section 3 - Force of Agreement**

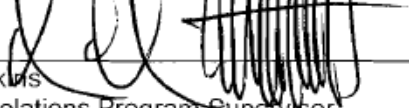
During the period of negotiations, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hand this 13<sup>th</sup> day of May 2009.


FOR THE COUNTY

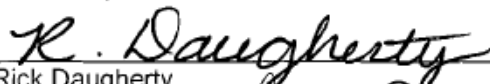
  
\_\_\_\_\_  
Jeff Spartz  
County Administrator

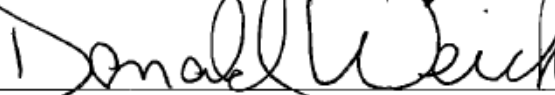
  
\_\_\_\_\_  
Marsha Miller  
Director, Public Works

  
\_\_\_\_\_  
Roland Hoskins  
Employee Relations Program Supervisor

FOR THE UNION

  
\_\_\_\_\_  
Brad Rusow  
President, Local 626

  
\_\_\_\_\_  
Rick Daugherty

  
\_\_\_\_\_  
Don Weick

SCHEDULE B

Report ID: LPRS011A

Lane County  
HUMAN RESOURCES DEPARTMENT  
COMPENSATION PLAN EFFECTIVE 07/16/2009  
SALARY ADMIN PLAN: 626  
SORTED BY JOB CODE DESCRIPTION

Page No. 1  
Run Date 07/16/2009  
Run Time 12:53:08

BGU	SAL PLAN	GRADE	*=Jobcode JOB CODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
03	626	027	I008	Electrician - Public Works	18.05	18.73	19.42	20.13	20.88	21.65	22.45	23.28	24.14	25.04
03	626	021	C039	Fleet Svcs Purchasing Spec	15.56	16.14	16.74	17.36	17.99	18.66	19.35	20.06	20.82	21.58
03	626	027	C044	Fleet Svcs Purchasing Spec, Sr	18.05	18.73	19.42	20.13	20.88	21.65	22.45	23.28	24.14	25.04
03	626	003	I001	General Laborer	9.97	10.34	10.71	11.11	11.53	11.96	12.40	12.85	13.33	13.82
03	626	019	I010	Mechanic 1	14.81	15.36	15.92	16.51	17.13	17.76	18.42	19.10	19.81	20.54
03	626	025	I011	Mechanic 2	17.18	17.81	18.47	19.15	19.86	20.59	21.36	22.15	22.97	23.81
03	626	027	I012	Mechanic, Sr	18.05	18.73	19.42	20.13	20.88	21.65	22.45	23.28	24.14	25.04
03	626	012	I006	Park Maintenance 1	12.46	12.93	13.41	13.89	14.41	14.95	15.51	16.09	16.69	17.30
03	626	020	I028	Park Maintenance 2	15.18	15.74	16.32	16.91	17.54	18.20	18.87	19.56	20.29	21.03
03	626	024	I007	Park Maintenance, Sr	16.76	17.38	18.01	18.68	19.37	20.09	20.84	21.60	22.40	23.23
03	626	012	I002	Road Maintenance 1	12.46	12.93	13.41	13.89	14.41	14.95	15.51	16.09	16.69	17.30
03	626	019	I003	Road Maintenance 2	14.81	15.36	15.92	16.51	17.13	17.76	18.42	19.10	19.81	20.54
03	626	023	I004	Road Maintenance 3	16.35	16.95	17.58	18.24	18.91	19.61	20.34	21.09	21.88	22.68
03	626	010	I031	Shop Utility Worker	11.87	12.30	12.75	13.23	13.72	14.22	14.75	15.30	15.86	16.45

End of Report

### SCHEDULE C

#### Equipment/Classification Designations for Road and Park Maintenance Series

The following list shall determine the proper classifications in the Road and Park Maintenance Series for operation of Equipment.

<b><u>EQUIPMENT</u></b>	<b><u>CLASSIFICATION</u></b>
Transport Trailers	RM III/SPM
Heavy Haul Trailers	RM III/SPM
Garbage Trailers	RM III
Graders	RM III/SPM
Loaders (3 cy or larger)	RM III/SPM
Crawler Tractors (D-5 or larger)	RM III/SPM
Gradalls	RM III/SPM
Scrapers	RM III/SPM
Truck and Trailer*	RM III/SPM
Spray Truck (Applicator)	RM III/SPM
Distributor Truck (Operator)	RM III
Cranes	RM III
Post Driver Truck	RM III
Paint Striper Truck (Chief Operator)	RM III
Stencil Truck (Chief Operator)	RM III
Unimog (Operator)	RM III
Landfill Compactor	RM III
Brush Mower	RM III
Welder	RM III
Concrete Saw	RMII
Tar Pot	RM II
Diesel Pile Hammer	RM III
Chip Spreader	RM III
Stationary "Grizzly" Boom	RM III
Dyna Pack Vibratory Roller	RM III
Crack Sealer	RM III
Dump Trucks	RMII/PM
Flat Bed Trucks	RM II
Water Trucks	RM II
Loaders (Less than 3 cy)	RM II/PM
Rollers	RM II
Spray Truck (Driver)	RM II
Distributor Truck (Driver)	RM II
Sign Truck	RM II
Paint Striper Truck (Asst. Operators)	RM II
Sweepers	RM II
Wheel Tractors (With attachments)	RM II/PM
Compressor	RM II/PM

\* Excludes trailers towed with pickups but includes the Parks 5th wheel trailer.

**EQUIPMENT (continued)**

**CLASSIFICATION (continued)**

Generators	RM II/PM
Sanders	RM II
Fork Lifts	RM II/PM
Wacker Rammer & Vibro Plate	RM II
Snow Plow	RM II
Small Ditch-Witch Trencher	RM II/PM
Mud Pumps	RM II
72" Mower	PM II
Crawler Tractors (Smaller than D-5)	RM II/PM
Fire Truck (Water Wagon)	RM II
Curb Paver	RM II
Cement Mixer	RM II/PM
Scissors Truck	RM II
**Mobile Solid Waste Boom ("Bigfoot")	RM II
Roll-off Box Truck	RM II
Sandblaster	RM II
Mobile Sweeper	RM II
Lube Truck Operator	MECH 1
Lube Truck Driver	MECH 1
Aerial Lift Truck	RM III/Elect.

Designation of the proper Road and/or Park Maintenance classification for operation of new equipment shall be discussed between the **UNION** and the **COUNTY**.

\*\* See Out of Class, Article X, Section 5(D)

**ATTACHMENT A**

**FLEET SERVICES**

**BUMPING ORDER**

