

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 22-08-30-03

In the Matter of Approving the Tentative
Agreement Between Lane County and the
Lane County Public Works Association,
Local 626

WHEREAS, a Tentative Agreement has been reached between Lane County's bargaining team and the Lane County Public Works Association, Local 626; and

WHEREAS, the Agreement is consistent with the guidelines set by the Board of County Commissioners.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The Tentative Agreement between Lane County and the Lane County Public Works Association, Local 626 is approved.
2. The County Administrator, the County's bargaining team, and County staff are authorized to execute the successor agreement on behalf of the County.

ADOPTED this 30th day of August, 2022.



Pat Farr, Chair
Lane County Board of Commissioners

SUMMARY

Changes to the Public Works Association Local 626 (626) Collective Bargaining Agreement 2022-2025

Definitions

- Added term “Demotion.”
- Added term “Limited Duration Employee”
- Modified term “Promotion” to clarify movement to classification with maximum higher salary of the previous, not limited to only 5%.
- Added term “Writing and/or Written”

Article 1 – Recognition

- Clarified “Schedule” as “Attachment”
- Removed classification no longer in use “Public Works Electrician”
- Clarified supervisor and manager scope of performing bargaining unit work in limited situations.

Article 2 – Management Rights

- Replaced phrasing of “Inmate Worker” to “Sheriff’s Work Crews” throughout.

Article 3 – Deduction of Dues and Fees

- Updated language for compliance with Oregon House Bill 2016 related to the deduction of membership dues.
- Added language to memorialize dues deduction and monthly auditing processes.

Article 4 – Union Rights

- Added language regarding requests for information to memorialize current practice as well as set limits for safeguarding staff time.

Article 5 – Discipline and Discharge

- Cleaned up language under the seven steps of just cause.
- Modified language and timelines around disciplinary action and employment investigations.
- Language clean-up for clarification.

Article 6 – Grievance Procedures

- Language clean-up for clarification.

Article 7 – General Provisions

- Increased personal gear allowance to a \$350 annual reimbursement (from allowance) and eliminated additional boot allowance for excessive wear.

Article 8 – Selection/Promotion

- Added language identifying the process promotional candidates who decline an offer.

- Added language memorializing promotional wage changes in alignment with the Administrative Procedures Manual.
- Added language for voluntary demotion process.
- Added language for probationary period for limited duration positions.

Article 9 – Hours of Work and Overtime

- Included language from a previous memorandum of understanding regarding vegetation operations during fire season.
- Included language from a previous memorandum of understanding regarding payment in limited situations where scheduled unpaid meal and break times cannot be provided.
- Removed outdated on call language for Electrician classification that is no longer in use.
- Added an additional hour of compensation for on call on scheduled days off.

Article 10 – Wages

- Retroactive to the first full pay period following July 1, 2022, employees in 12 classifications will receive negotiated wage scale adjustments, placed at a step closest in pay which does not result in a decrease.
- All represented employees will receive a one-time payment of \$1,500.00 in 2022, \$500.00 in 2023 and \$500.00 in 2024.
- 2% cost of living adjustment for fiscal year 2022-2023.
- 2% cost of living adjustment for fiscal year 2023-2024.
- 2% cost of living adjustment for fiscal year 2024-2025.
- Included language from a previous memorandum of understanding regarding parameters for paying out-of-class wages.
- Added clarification on wages during training.
- Added provisions for a 5% differential while performing assigned lead responsibilities in Solid Waste.
- Included language from a previous memorandum of understanding regarding premium pay for Extra Help utilizing a CDL.

Article 11 – Leave Time and Holidays

- Added the Juneteenth holiday.
- Removed part of Time Management charts for clarity and simplification.
- Clarified language under maximum accumulation of Time Management.
- Modified language on payout of time management upon separation for clarification and for conversion purposes.
- Modified language for Workers' Compensation to reflect current practice.
- Memorialized current practice for employees who exhaust short-term disability.
- Added additional relationships under eligibility for bereavement leave, as well as language for any additional relationships as defined in the Administrative Procedures Manual.

Article 12 – Insurance and Related

- Language clean-up related to names of plans.
- Added provisions for employees in Limited Duration positions.

- Clarified the County's continued six percent (6%) contribution to PERS on behalf of the employee to reflect current practice.

Article 13 – Safety

- Increase safety glasses allowance to \$150.00 every two years; reflecting current practice.

Article 14 – Training

- Included language from a previous memorandum of understanding regarding County covered costs for an employee obtaining a CDL.

Article 15 – Seniority

- Removed outdated language regarding the Fleet Purchasing Specialist classification that is no longer used.

Article 16 – Layoff and Recall

- Removed language related to bumping rights, as it is clarified in Attachment A of the agreement.
- Language clean up.

Article 18 – Termination

- Updated dates to reflect current agreement.

Attachment A – Classification Series & Bumping Order

- Modified chart to reflect agreed upon bumping order for all classifications.

Damon Kihla

626 Agreement
2019-2022

John Wood
TAD
4/19/2022

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 Association Local 626.
- (B) It is agreed and understood that this Agreement will be limited and applicable only to bargaining unit employees, and only in connection with the performance of work within classifications covered by this Agreement.

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DEFINITIONS

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

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

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

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

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

Demotion: The term demotion, voluntary or involuntary, will mean a change from one classification to another classification with a salary range lower than that of the previous classification.

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

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

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

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

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

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

Limited Duration Employee: The term "Limited Duration" will mean employees who are appointed to **COUNTY** service on temporary limited basis for periods in excess of three (3) months, but not more than two (2) years in duration.

Memorandum of Understanding: The term "Memorandum of Understanding" will mean any written

agreement between the **UNION** and the **COUNTY** entered into or specifically made effective during the term of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Writing and/or Written: The term writing or written will mean documentation in either electronic or paper format.

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

ARTICLE 1

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 B, 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 will be considered "extra help" and not be eligible for regular status. Such employees will also not be eligible and qualified for any rights or benefits under the Agreement which are reserved for regular probationary or non-probationary employees, including but not limited to, advancements within the wage range provided in the Agreement (Article 10, Section 2)
- (C) SCHEDULE ATTACHMENT "BA": Those employees of Lane **COUNTY** listed as follows:
- Mechanic 1, Mechanic 2, Sr. Mechanic
 - Park Maintenance 1, Park Maintenance 2, Sr. Park Maintenance
 - Road Maintenance Worker/Trainee, Operator, Sr. Operator
 - Solid Waste Worker/Trainee, Operator, Sr. Operator
 - 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 will 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. Supervisors and managers will not perform bargaining work in excess of five (5) hours per week. Non-bargaining unit Lead workers will not perform bargaining unit work more than fifty percent (50%) of their time. Any work performed for training purposes in excess of five (5) hours per week will be documented. Supervisors performing bargaining unit work will be proficient in processes and equipment.

Nothing in this section will be construed as to limit the **COUNTY** from utilizing other persons to deal with emergency situations.

Damon Peller
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4/19/2022

ARTICLE 2 MANAGEMENT RIGHTS

Section 1 - Retention of Rights

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
- (B) It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; to 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, will be uniformly applied to all affected employees who are similarly situated.

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

Section 3 - Contracting Out

It is the general policy of the **COUNTY** to utilize its employees to perform work within their current job classifications. 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 will 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~~ Sheriff's Work Crews and Volunteer Programs

The **COUNTY** may utilize the services of ~~inmate~~ the Sheriff's work crew labor and volunteers to perform

bargaining unit work subject to the following conditions:

- (A) No layoff or attrition will occur in the bargaining unit for the duration of this contract due to the use of the ~~Inmate Worker~~Sheriff's Work Crew Program, volunteer groups, or similar programs of these types.
- (B) There will be no reduction of **COUNTY** funds available to the bargaining unit because of any programs of these types.
- (C) No bargaining unit employee will be required to supervise, be supervised by, or work with any inmate labor or volunteer groups involved in a program of these types. Exceptions may be made upon mutual agreement.
- (D) ~~Inmate Worker~~Sheriff's Work Crew Programs may be expanded beyond bridge cleaning, guard rail clean-up, roadside litter cleanup, median strips, clean-up in roadside plantings, and cleanup in all **COUNTY** Parks after the procedure specified in ARTICLE 17, Section 2 has been completed.
- (E) The parties agree that volunteer groups interested in performing work historically performed by the bargaining unit will have their activities subject to prior approval of the **COUNTY** and the **UNION**. The **COUNTY** will notify the **UNION** of the volunteer groups' proposed scope of work and adequate detail of proposed activities. The **UNION** will respond to the inquiry within fourteen (14) days of receipt of notice. Exceptions to the timeline may be made upon mutual agreement.

Section 5 - Exercise of Rights

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

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626 Agreement
2019-2022
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4/19/2022

ARTICLE 3
DUES DEDUCTION

Section 1 - Deduction of Dues

- (A) The **UNION** will notify the **COUNTY** of the current rate of dues in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **COUNTY** will deduct from the second pay period of each month, not to exceed twelve (12) times per year, of all dues paying members in the bargaining unit, a uniform amount for the payment of **UNION** membership dues to the **UNION**.
- (C) The **COUNTY** will provide, upon request, to the **UNION** a list of all members who are having dues deducted.

~~(C)~~(D) The **UNION** shall provide to the **COUNTY** a list within the time frame identified in Section 5 below identifying the employees who have provided authorization for the **COUNTY** to make payroll deductions from the employee's wages for the purposes authorized under the Public Employer's Collective Bargaining Act (PECBA). The **COUNTY** will rely on the list to make the authorized deductions and remit payment to the **UNION**.

Section 2 - Dues Transmittal/ Hold Harmless

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

Section 3 – Orientation of UNION Employees

The **COUNTY** agrees to notify the **UNION** monthly of all new employees hired into bargaining unit positions and to provide reasonable time for the **UNION** representatives to meet with new employees.

Section 4 – New Employee Notifications

The **COUNTY** will furnish within ten (10) calendar days of the date of hire to the **UNION** an electronic list, in Excel or similar spreadsheet, of new employees, who have accepted positions represented by the **UNION**, along with anticipated start dates, or notification of no new bargaining unit employees, by the close of business each Friday. The list will contain the name, employee ID number, classification, position number, department, position status, date of employment, bargaining unit designation and any

other employee information in the COUNTY's records that the COUNTY is legally obligated to provide.

Section 5 – Timely Deductions

A file listing new authorizations or changes in authorizations for employee UNION deductions will be submitted by the UNION to the COUNTY electronically by close of business on the business day immediately following the end of the second (2nd) pay period of each month. The COUNTY agrees that new or changed UNION payroll deduction authorizations submitted within the timeliness above will be deducted from the next issued paycheck for the previous applicable pay period.

Section 6 – Monthly Audit

The COUNTY agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized UNION deductions as provided for electronically by the UNION to the COUNTY by the second (2nd) Wednesday of the second (2nd) pay period of each month.

Damon P. Hille
626 Agreement
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for wood

ARTICLE 4
UNION RIGHTS

Section 1 - Union Activity

- (A) The **UNION** or its representatives will have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The **UNION** will conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** will limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and will maintain the bulletin boards in good order.
- (C) The **COUNTY** agrees that the designated **UNION** Representative(s) will have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this agreement is being observed. The **UNION** Representative will first report their presence and intentions to the Department Director, or designated representative and will conduct their activities in a manner which avoids loss of time or disruption of operation. All expenses incurred in the application of this provision will be borne by the **UNION** unless other arrangements are made with the Department Director.
- (D) Employee members of the **UNION** bargaining team will not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees will be limited to four (4) at any one time.
- (E) The **UNION** will have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use will take priority over **UNION** use of such equipment. Use will be by **UNION** members on their own time.
- (F) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (G) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow four (4) **UNION** Executive Board members to attend **UNION** Executive Board Meetings. It will be understood that this will be limited to no more than six (6) meetings per year with a maximum duration of one hundred twenty (120) minutes per meeting.
- (H) Any employee subpoenaed as a witness in any Employee Relations Board proceeding will not suffer any loss of pay or benefits as a result of attending such proceeding.
- (I) In accordance with Article 6, Section 3 (E), any employee called as a witness by the **UNION** in an arbitration proceeding under this Agreement will not suffer any loss of pay or benefits as a result of participating in such proceeding. All costs associated with this time will be borne by the

UNION, provided however:

- (J) The employee will remain on the **COUNTY** payroll for the hours spent in arbitration, and
- (K) The **UNION** hereby authorizes the **COUNTY**, prior to transmittal, to reduce the monthly dues deduction transmittal pursuant to Article 3 of this agreement an amount equal to 150% of the regular hourly rate of the employee for each hour the employee is participating in the arbitration hearing.

Section 2 – County-Union Meetings

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

Section 3 - 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. Printed copies will be provided upon request at no cost. The **UNION** will pay for additional copies of the Lane Code, the Administrative Procedures Manual and the Lane Manual, if needed.
- (B) In response to reasonable written requests by the **UNION**, the **COUNTY** agrees to furnish information related to employees represented by the **UNION**. 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, provided the information is readily and reasonably available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.
 - 1. When the **UNION** submits to the **COUNTY** or any agent thereof a request for information, the **COUNTY** shall quickly estimate the staff time required to obtain the requested information and the number of copied pages that could be produced as a result of the request.
 - 2. If it is estimated that the information request will require a total of less than one (1) hour of staff time to research, retrieve and/or compile the information as well as require one hundred (100) or less copied pages, the **UNION** will not be charged for the information request.
 - 3. If it is estimated that the request will require one (1) hour or more of staff time to research, retrieve and/or compile or require more than one hundred (100) copied pages, any response to said information request will be suspended until such time as representatives of the **COUNTY** and the **UNION** can meet to discuss the matter. The purpose of any such discussion will be to provide the **UNION** an opportunity to clarify or modify its request as well as for the parties to agree to charges that are reflective of operative **COUNTY** regulations or standard procedures.

- 1.4. Likewise similar procedures would be applied to the COUNTY for any information request submitted to the UNION, but in no event shall the UNION assess rates that exceed the COUNTY's.

Section 4 - Union Business

- (A) The **COUNTY** will grant one (1) **UNION** officer two (2) days off per month to conduct **UNION** business during normal work hours. Such time will be in either full or one-half (1/2) day increments, scheduled in advance and will be scheduled in such a manner as not to disrupt the normal operations of the Department. The **UNION** will notify the Department Director, in writing, which **UNION** Officer is authorized time off to conduct **UNION** business.
- (B) All costs associated with this time will be borne by the **UNION**, provided however:
- (1) The **UNION** officer will remain on the **COUNTY** payroll for the hours spent in conducting **UNION** business, and
 - (2) The **UNION** hereby authorizes the **COUNTY**, prior to transmittal, to reduce the monthly dues deduction transmittal pursuant to Article 3 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 will not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the **COUNTY** further agrees not to dominate or interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to the Arbitration Provisions (STEP 4) of Article 6-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 will become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

Section 6 - Officers and Stewards

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

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2019-2022

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ARTICLE 5

DISCIPLINE AND DISCHARGE

Section 1 - Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article 8 of this Agreement will not be disciplined or discharged without just cause. In determining whether just cause exists, the following seven tests must be met:
- (1) Did the **COUNTY** forewarn the employee of possible consequences of misconduct?
 - (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~~ of the employee's misconduct?
 - (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 will be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline will consist of one of the following:
1. Documented Oral warning
 2. Written Reprimand
 3. Suspension or Salary Sanction
 4. Discharge
- (D) Disciplinary action will only be imposed upon an employee in relation to activities related to the employee's ability to perform 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 duties is impaired.
- (E) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the COUNTY had, or should reasonably have had, knowledge of the occurrence for which action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within seven (7) calendar days from the date the COUNTY had, or should reasonably have had, knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the COUNTY determines the investigation is complete. Calendar

~~days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the UNION and advise the UNION of anticipated length of the investigation. Disciplinary action or the issuance of a notice of a pre-disciplinary hearing will take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Date of occurrence will mean the date the COUNTY had or should reasonably have had knowledge of the occurrence. Calendar days will not include any paid leave days.~~

- (F) All documentation must be dated before inclusion in the official personnel file. Coaching and counseling will be documented in the supervisory file.

Section 2 - Pre-disciplinary Hearing

When the **COUNTY** intends to take disciplinary action involving discharge, salary sanction or suspension, the **COUNTY** will notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action, and will 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 recording and/or transcript to the **UNION**.

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

Section 3 - Effective Date of Discipline

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

Section 4 - Extension of Time

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

- (A) The time limits set forth in this article may be extended by mutual agreement in writing or via electronic communication.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein will be extended by the number of days the individual(s) specified 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 will commence at the close of any related criminal investigation and/or legal action.

TAD
7/11/2022
(Signature)

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1 - Purpose

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

Section 2 - Grievance Steps

(A) STEP 1

- (1) In accordance with section 1 (D) of this article, the aggrieved party or designated representative will first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party or designated representative will refer the grievance, in writing, to the supervisor within fourteen (14) calendar days of the occurrence of the grievance.
- (2) The written grievance will include:
 - (a) A statement of the grievance and relevant facts;
 - (b) Applicable provisions of the contract; and
 - (c) Remedy sought.
- (3) The supervisor will 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 seven (7) calendar days following the date of ~~occurrence of the grievance~~ the Step 1 response or lack thereof to the applicable Division Manager or designated representative. The Division Manager or designated representative ~~who~~ will investigate the particulars of the grievance and will attempt to resolve the issue or will furnish a written reply within seven (7) calendar days ~~of receipt, and will furnish a written reply to the aggrieved party within that time period.~~

(C) **STEP 3**

- (1) If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party or designated representative may refer it to the Department Director, no later than thirty (30) calendar days from the date of the Step 2 response or date when said response is due, ~~who will designate~~ The COUNTY's Labor Relations Manager and the Department Director, or their designees, and one other management person to act on their behalf to will meet with an equal number of **UNION** representatives on behalf of the employee for the purpose of reviewing the grievance and making a recommendation to the Department Head for resolution.
- (2) Should the **COUNTY** be the aggrieved party, the matter will be introduced at this step.
- (3) The parties will meet within thirty (30) calendar days from the date of referral to Step 3.
- (4) Any grievance which involves discharge, or is of a class action nature, may be introduced at this step. For purposes of this section, "class action nature" will 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.
- (5) The **COUNTY or the UNION** will furnish a written statement of their position within ~~fifteen-fourteen~~ (15/14) calendar days from the ~~s~~Step 3 meeting.

(D) **STEP 4**

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

Section 3 - Arbitration

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection will be accomplished with one (1) party, to be determined by lot, first striking off one (1) of the seven (7) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.
- (B) The arbitrator will have no authority to add to, subtract from, alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor will the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay provided, however, that any back pay award will not be in excess of the 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 will not apply, if the cause of the back pay liability is the **COUNTY's** failure to provide the information required pursuant to ARTICLE 4, Section 3 of this agreement.

- (D) The decision of the arbitrator will be submitted within thirty (30) calendar days following the presentation of the case, and such decision will be final and binding on both parties.
- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration will pay the full expenses and arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** will assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator will identify the losing party in the arbitration hearing and so state in the written decision to both parties.
- (G) Whenever possible, the **UNION** will provide at least seventy-two (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 will be kept informal and private, and will include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure will be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** will designate authorized representatives as provided in Article 4, Section 6 to act as Stewards in the investigation and processing of grievances on behalf of the **UNION** and will notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, will be held during regular work hours, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and one (1) designated representative. It is understood that the **COUNTY** will 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 will not unreasonably deny any such request.
- (E) A grievance may be terminated at any time ~~upon receipt of a signed statement by a written request~~ from the ~~employee aggrieved party~~, or duly designated representative, ~~stating that the matter is no longer an issue.~~ A grievance settlement without **UNION** concurrence will not prejudice any position taken by the **UNION** during the grievance proceedings. The parties agree to document any grievance settlement.

Section 5 - Time Limits

- (A) Any time limit in this ~~procedure Article~~ may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, will be done via email. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement will cause the grievance to become

null and void. A grievance settled pursuant to this paragraph will 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 7
GENERAL PROVISIONS

TD
7/25/2022
TAJ

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 twenty-five (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** will request such additional copies from the **UNION**.

Section 2 - Personnel File

- (A) The **COUNTY** will 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 will only be one (1) official Personnel File and that file will be maintained in Human Resources. The official Personnel File will be available to the employee and their designated representative for review and copying. Upon request, the employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.
- (B) Employees will be made aware of all documents placed in their Personnel File. Any member of the bargaining unit who disagrees with the content of a document which is critical of the employee placed in said Personnel file may prepare a written rebuttal and have such rebuttal document placed in their Personnel File provided that such documentation be submitted to Human Resources via the Department Director within fourteen (14) calendar days of the date stated on such negative document. Employees will further have the right to add job-related documents pertinent to their employment to their Personnel File provided that such documentation is submitted to Human Resources via the Department Director. The Department Director must submit said documentation to Human Resources within five (5) days of receipt.
- (C) It will be understood that any document added to an employee's official Personnel File, without the employee's knowledge, will not be considered against the employee in any action affecting said employee.

Section 3 - Expense Reimbursement

- (A) Employees required by the **COUNTY** to remain overnight outside their immediate area of residence will receive reasonable reimbursement of actual expenses incurred for lodging and meals, provided however, that reimbursement for meals will not normally exceed the rate granted in the Administrative Procedures Manual, unless prior approval is secured from the Department Director.

- (B) Receipts for lodging expenses are to be turned in with the report of expenses incurred.
- (C) Employees required to use personal vehicles in the performance of job duties, or who are required to work at a location other than their established reporting place, will be reimbursed mileage expenses at the then current rate as established by the Board of County Commissioners.
- (D) Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, will be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
 - (1) Breakfast: When the employee must travel to a conference, seminar or training session location more than one (1) hour in advance of 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 more than two (2) hours after normal quitting time.
- (E) Employees will exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement will be accompanied by a receipt and should directly and clearly relate to the conduct of **COUNTY** business.
- (F) The amounts provided for as expense reimbursement under this Article will 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** will 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** will ~~provide-reimburse~~ non-probationary regular and promotional probationary regular employees ~~up to~~ three hundred ~~fifty~~ dollars (\$~~300~~350) ~~annually-in a fiscal year~~ for work-related personal gear, such as gloves, boots and rain gear. ~~Eligible employees will receive one hundred and fifty dollars (\$150) the first paycheck following March 1 and one hundred and fifty dollars (\$150) the first paycheck following September 1.~~
- (B) ~~The **COUNTY** will reimburse provide non-probationary regular and promotional probationary regular employees who regularly work on chip sealing and paving crew up to an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees will receive these fifty dollars (\$50) on the first paycheck following September 1.~~
- (C) ~~Employees who complete the probationary period between payment dates will receive a pre-rated amount based upon the number of full months between the time they complete the probationary period and the next payment date.~~

~~(D)~~(B) The **COUNTY** may require that employees wear such work-related personal gear.

~~(E)~~(C) Questions concerning the adequacy of work-related personal gear will be referred to the Department's Safety Committee. The decision of the Department's Safety Committee will be binding on the **COUNTY** and the employee.

Section 6 - COUNTY Provided Gear

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** will maintain at all times the functional quality of protective gear or equipment furnished by the **COUNTY**.

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

Section 7 - Uniform Allowance

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

Section 8 - Hand Tools

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

Section 9 - Licenses

- (A) Employees will provide and maintain any licenses required as a general condition of employment in their classification at their own expense.
- (B) The cost of any licenses or endorsements required of employees for their job, but not normally required of their classification, will be borne by the **COUNTY**.
- (C) An employee who fails to maintain a license that is required as a general condition of employment of their classification or who has a license suspended may, at the sole discretion of the **COUNTY**, be removed from the 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 the employee is off the job, if any.

TAD
6/8/2022
(J)

ARTICLE 8
SELECTION/PROMOTION

Section 1 - Job Posting

- (A) Each vacant bargaining unit position, except those filled by lateral transfer, will be posted for employment applications.
- (B) Vacant positions within the bargaining unit, which would be a promotional opportunity for at least three (3) regular, non-probationary bargaining unit employees will be posted for promotional applications only for a period of at least seven (7) days. In this case, the recruitment will proceed as provided in Sections 2 and 3 below.
- (C) The **COUNTY** will 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) regular, non-probationary bargaining unit employees without first posting for promotional preference. In this case, regular, non-probationary bargaining unit employees who apply for the position as a promotion within the posting period will still be eligible for promotional preference as provided in Sections 2 and 3, below.

Section 2 - Veteran Preference

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

Section 3 - Legal Requirements

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

Section 4 - Promotional Preference

Regular, 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 will 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.
- ~~(A)(B)~~ If an internal applicant is offered a promotional position and declines, they cannot apply for the same classification for which they declined for a period of twelve (12) months.
- ~~(B)(C)~~ Promotional preference eligibility will be based on: (a) meeting the minimum qualifications

for the classification and (b) scoring at least seventy (70) points on an examination and/or questionnaire as determined by the **COUNTY** to be appropriate for the vacant position. The weight of a questionnaire and/or examination will be one hundred (100) points.

~~(C)(D)~~ All employees who achieve a score of at least seventy (70) points will receive seniority points at the rate of two (2) points for each full six (6) months of employment up to a maximum of sixty (60) points (15 years of service).

~~(D)(E)~~ All employees on layoff status will 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 will be eligible as an in-house candidate, subject to the provisions above.

~~(E)(F)~~ 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.

~~(G)~~ All internal applicants that meet the promotional preference as specified above in Section 4 (B) and all internal veterans who meet the minimum qualifications and special qualifications will be referred to the appointing authority for an employment interview.

~~(F)(H)~~ When an employee is promoted they will receive at least the first step of the higher classification or the closest step in the higher classification that would constitute at least a five percent (5%) increase over the employee's current salary.

Section 5 - 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 (70) points on the examination or Supplemental Questionnaire, the **COUNTY** will be free to recruit candidates from outside the bargaining unit. Promotional candidates who scored a minimum of seventy (70) points on the examination and/or supplemental questionnaire will 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 will 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 and all veterans who meet the minimum qualifications and special qualifications will be referred to the appointing authority for an employment interview.
- (C) If one (1) or more candidates for an authorized, budgeted 1040-hour temporary or seasonal position served in the same position within the preceding twelve (12) months, AND if the performance was considered successful by **COUNTY** and documented as such, THEN the **COUNTY** may fill the position directly with the candidate without posting a recruitment announcement and without a competitive process.
- (D) The appointing authority may select any one of the candidates referred.

Section 6 - Lateral Transfers and Voluntary Demotions

- (A) Lateral transfers may generally only be made from one authorized position to another within the same classification.
- ~~(B)~~ Lateral transfers **for probationary and non-probationary regular employees** will only be considered when a position becomes vacant unless there are two (or more) transfer candidates who can "trade" positions.
- ~~(C)~~~~(B)~~ **If an employee is interested in being considered for lateral transfer, the An** employee may submit a written request for lateral transfer **or voluntary demotion**, 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)~~~~(C)~~ When an opening occurs in the appropriate classification, transfer **or voluntary demotion** candidates will be interviewed for the position before the position is posted.
- ~~(E)~~~~(D)~~ Divisions are not required to fill a position with a transfer **or voluntary demotion** candidate. They may elect to post the position pursuant to Section 1 of this Article.

Section 7 - Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY's** opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** will notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, will provide two (2) weeks' pay in lieu of such notice.
- (C) New employees employed in **regular** classifications represented by the **UNION** will serve a probationary period of twelve (12) continuous months worked in that classification. **Limited duration employees will serve a continuous probationary period for the duration of the appointment.**
- (D) This Section will 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 1040 hours per year in positions which otherwise meet the definition of "regular employee" under the terms of this Agreement will serve a probationary period of 520 hours worked or six (6) months, whichever is longer.
 - (2) After completion of the probationary period, such employees will be considered non-

probationary employees for the purpose of determining rights and benefits under the Agreement, except that they will not be considered eligible and qualified for insurance benefits provided under Article 12, Sections 1 and 4 of the Agreement.

- (E) Employees who are transferred from one position to another, but do not change classification, or moved to a different classification due to a layoff will not serve a probationary period.
- (F) Notwithstanding paragraph E above, Eemployees who are promoted, demoted, or transferred to another classification they have not previously held will serve a new six (6) month probationary period. Such employees, who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new position or classification, at any time during the probationary period, will be returned to the previously held position or classification ~~in the former department~~. Employees rejected in during probation will not be eligible to compete for a position in the same classification ~~within the same section~~ for a period of eighteen (18) months.
- (G) Notwithstanding (F) above, employees who move into the Road Maintenance Trainee or the Solid Waste Trainee classification will serve a new twelve (12) month probationary period. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new position or classification, at any time during the probationary period, will be laid off from **COUNTY** employment and will have recall rights to their previously held classification for a period of two (2) years, so long as the employee met the probationary period of the previously held position.
- (H) 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.



TA'd 8/24/22

626 Agreement
~~2019-2022~~**ARTICLE 9****HOURS OF WORK AND OVERTIME****Section 1 - Workday/Workweek**

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

Section 2 - Normal Work Schedule

An employee will normally 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** will 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 will be in writing.
- (B) Temporary work schedule and/or reporting place changes for the purpose of meeting statutory requirements will not be subject to the provisions of this Section. Emergency is defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.
- (C) Work schedules and/or reporting place will not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.
- (D) It is understood that employees will not have the privilege of selecting work schedules and/or reporting place; however, the **COUNTY** will make a good faith attempt to avoid making change in working schedules which result in an expressed undue hardship to affected employees and will, within operational limitations, consider requests for shift and/or reporting place preference. The **COUNTY** will have the final decision in all cases.
- (E) Employees will report to their regular place of reporting so as to begin work at the designated starting time and will return to their reporting place so as to be off work by the designated quitting time.

Section 4 - Alternate Work Schedules

- (A) In the event the **COUNTY** initiates work schedule changes resulting in a change in the number of days per week or hours per day to be worked the **COUNTY** will include with the notice an explanation of any changes in overtime calculations.
- (B) Employees may submit a written request to their supervisor for a permanent or semi-permanent change in work hours and/or workdays of their work schedule. Such requests

may provide for a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day.

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

Section 5 – Vegetation Operations During Fire Season

- (A) Staff working on vegetation management activities will be required to work early shifts to ensure compliance with fire safety standards set by the State of Oregon Department of Forestry to perform work including, but not limited to, safety strip mowing, full width mowing and roadside brush mowing work.
- (B) All staff scheduled to perform this work will be assigned shifts commencing at 4:00 a.m. and concluding at 2:30 p.m. Monday through Thursday.
- (C) Staff will be notified by the end of their shift on the day prior to the shift change when assigned to vegetation work for these purposes.
- (D) Staff will be assigned to vegetation work based on their normal duties to provide as little disruption as possible, but staff not normally assigned to these activities may be required to perform them under the modified work schedule as needed to complete these activities.
- (E) This temporary scheduling will only be required during State regulated fire seasons, typically the months of June through September.

Section 5-6 - Overtime

- (A) When the **COUNTY** requires employees to work overtime, the following will apply:
 - (1) Authorized overtime work will be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
 - (2) Except as modified by Section 4 above, all work performed in excess of eight (8) hours in any one workday, or forty (40) hours in any workweek, will be considered overtime work.
 - (3) The **COUNTY** will be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority in regards to overtime assignments.
 - (4) It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, will be assumed to have completed their shift on the

day in which it commenced.

- (5) Overtime will be compensated only once for the same hours worked.
 - (6) Overtime will be calculated to the nearest one-quarter (1/4) hour worked.
 - (7) Any employee, having worked on each of seven (7) consecutive days, will be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day.
- (B) Compensatory time off will generally be approved at the mutual convenience of the employee and the **COUNTY** with the intent to avoid extensive accumulations of compensatory time.
 - (C) If, in the opinion of the Department Director, an employee is not exercising good judgment and is building excessive compensatory time accumulations, the employee may be scheduled to take the accumulated time off and be required to use any additional compensatory time earned within the pay period in which it is earned.
 - (D) In order to maintain reasonable compensatory time off balances, on the first paycheck in December of each calendar year, any compensatory time greater than forty (40) hours will be paid out, the Department Director may review all balances and may elect to pay out excessive balances rather than scheduling the employee to take time off pursuant to paragraph (C) above. At other times, an employee may request payment for earned compensatory time off. All such payment will be one (1) hour pay for each hour of compensatory time converted, at the employee's normal straight time rate.
 - (E) Any unused accumulated compensatory time off will be paid out at the time of termination or transfer to another division.
 - (F) At the request of the **UNION**, three (3) **UNION** representatives will meet with an equal number of **COUNTY** representatives to make a good faith effort to resolve overtime issues regarding six (6) and seven (7) day per week operational schedules.

Section 6 - Meal/Rest Periods

- (A) Employees will be allowed one (1) rest period of fifteen (15) minutes' duration in each one-half (1/2) shift, which insofar as is practicable, will be in the middle of each half-shift, such time to begin when the employee leaves their work station and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time will be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours' duration.
- (C) Unpaid meal periods will not be less than thirty (30) minutes, nor more than one (1) hour in duration.
- (D) Employees whose work schedule requires one-half (1/2) or more of their shift to be during the night shift will receive a paid meal period not to exceed one-half (1/2) hour in duration and will be subject to call by the **COUNTY**.

(E) Employees required to work in excess of two (2) hours beyond their regular scheduled shift will be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is understood that the duration of such periods will be determined by the **COUNTY**.

~~(E)~~(F) When the **COUNTY** has taken all possible steps to schedule deliveries to work with scheduled lunch breaks and needs related to the proper application of chip seal and other paving materials, and cannot ensure scheduled unpaid meal and break times as required by this Agreement without severely impacting paving operations, employees will be paid for lunch and/or break time at the applicable straight or overtime rate in accordance with this Agreement.

Section 7 - Cleanup Time

Employees will 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 will 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 three (3) hours prior to their next scheduled shift, it will be considered call out and the employee will be guaranteed three (3) hours of pay.
 - (3) If an employee is called out three (3) 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.

- (4) 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 will be guaranteed a minimum of four (4) hours' pay at the applicable straight or overtime rate. It is understood that this provision will 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 will be any shift starting at or after 6:00 a.m. and ending prior to 6:00 p.m.; and the night shift will be any shift starting at or after 6:00 p.m. and ending prior to 6:00 a.m.
- (B) Probationary and Non-Probationary regular employees whose work assignment is the night shift will 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 will not be paid when an employee is on overtime on the day shift and works into the night shift. Shift differential will continue to be paid when an employee is on overtime on the night shift and works into the day shift.
 - (5) Shift differential will 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 will be required to accept work-related phone calls after normal working hours; nor be available for work or assignment on a standby basis, except as follows:

- ~~(A) The Electrician may be required to be available for work or assignment on a continual standby basis where necessary for **COUNTY** operations. Continual standby will not exceed one month in duration with at least one (1) month between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. The **COUNTY** will pay the Electrician ten (\$10) dollars per day as compensation when the employee is required to be on continual standby.~~

- ~~(B)~~(A) 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** will pay such employees one (1) hour regular wage per scheduled work day and two (2) hours per non-scheduled work days 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.
- ~~(C)~~(B) As an alternative to Section 10 (~~BA~~), when requiring an employee to be on standby, the **COUNTY** may pay the employee out-of-class pay as a Lead Worker for all hours worked for the duration of the assignment, not to exceed fourteen (14) consecutive days or fourteen (14) days in a twenty-eight (28) day period, and provide the employee with an appropriately equipped **COUNTY** take home vehicle for the duration of the assignment. Under this alternative to Section 10 (~~BA~~), the employee will not receive the one (1) hour regular wage per day as compensation for standby time and will be paid only the actual hours worked at the applicable straight or overtime rate beginning with phone contact calling the employee to work. Prior to any out-of-class assignment, the Division manager will, in cooperation with the Human Resources Analyst, ensure the employee meets the minimum requirements for the higher classification.
- ~~(D)~~(C) Except for calls or digital communication received from a supervisor or manager in response to an oversight of the employee or being offered or notified of work, an employee who receives a phone call or digital communication during off duty hours for the purpose of questions or inquiries on work-related subjects will be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate. If a phone call or digital communication exceeds one-half (1/2) hour in duration, the employee will be compensated for the actual time of the call or digital communication exchange.



TA'd 8/24/22

626 Agreement
~~2019-2022~~**ARTICLE 10****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, 2022, current bargaining unit employees who are on the payroll the first full pay period following ratification and approval by the Board of County Commissioners ~~current bargaining unit employees that are on the payroll on or after the date of ratification/approval~~, will receive a one and one half two percent (~~1.52~~%) cost of living adjustment and the pay ranges will be changed to reflect the increase.
- (C) Effective the first full pay period following July 1, ~~2020~~2023, compensation for each presently established job classification will be increased by two percent (2%).
- (D) Effective the first full pay period following July 1, ~~2024~~2024, compensation for each presently established job classification will be increased by two percent (2%).
- ~~(E) Effective upon ratification and approval by the Board of County Commissioners employees in the classifications of Shop Utility Worker and Fleet Purchasing Specialist, will move to the newly negotiated pay grade and will be placed on the closest step of the new grade that does not result in pay decrease. Effective upon ratification and approval by the Board of County Commissioners employees will be placed at the step closest in pay to their current step which does not result in a decrease in pay. Employees who are on step one (1) or two (2) as of July 1, 2019 will have their merit date reset to June 30, 2020.~~
- ~~(F)(E) Effective upon ratification and approval by the Board of County Commissioners employees in the classifications of Road Maintenance Worker/Operator/Senior Operator and Solid Waste Worker/Trainee/Operator/Senior Operator will be placed at the step closest in pay to their current step which is no less than a five percent (5%) increase in pay. Employees who are on step one (1) or two (2) as of July 1, 2019 will have their merit date reset to June 30, 2020.~~
- ~~(G)(F) Employees on the payroll the first full pay period following ratification and approval by the Board of County Commissioners will receive a one-time payment of fifteen hundred dollars (\$1,500). Employees on the payroll during the first full pay period following July 1, 2023 will receive a one-time payment of five hundred dollars (\$500). Employees on the payroll during the first full pay period following July 1, 2024 will receive a one-time payment of five hundred dollars (\$500) equivalent to one and one half percent (1.5%) of their newly negotiated base wage rate for paid hours between July 13, 2019 and the last day of the full pay period prior to ratification/approval.~~

Section 2 – Steps in Compensation Plan

- (A) The compensation plan will be based on an eight (8) Step schedule in the manner shown on Schedule B.
- (B) The anniversary date for any employee to move between steps of the compensation plan will occur at twelve (12) month intervals provided the employee has achieved a “competent”

("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 will advance to the next higher step.

Section 3 - New or Revised Classifications

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

- (A) A proposed wage rate will be established by the **COUNTY**, and provided to the **UNION**.
- (B) The rate proposed by the **COUNTY** will be deemed as agreeable to the **UNION** at the end of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations for over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures established in Article 17, Section 2 will apply.
- (D) No new or modified classification will become effective until such time as both the **UNION** and the Board of County Commissioners ratify the regular wage rate.

Section 4 - Salary Protection

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

Section 5 - Out of Class

- ~~(A)~~ An employee temporarily assigned by a supervisor from a job at a lower rate of pay to a job classification at a higher rate of pay for a period of no less than one (1) hour will be paid one half (1/2) of their shift at the higher rate, or if assigned by a supervisor for a period of no less than one half (1/2) of the employee's shift (4 hours for an 8-hour shift, 5 hours for a 10-hour shift) will be paid for an entire shift ~~will be paid~~ at the higher rate in accordance with normal promotional policy for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees will not be assigned in a trainee status solely for the purpose of avoiding the provisions of this section.

~~(A)(B)~~ Employees will not be entitled to out of class claims while training.

~~(B)(C)~~ All assignments in training will be as provided for in the Operator Training Program as provided for in Article 14, TRAINING, of this Agreement.

~~(C)(D)~~ It will be understood that whenever the **COUNTY** identifies the need to employ extra help, the current regular 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 will 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 regular, non-probationary employees.
 - (8) No significant disruption of **COUNTY** operations.
- (D) Employees who are assigned by a supervisor to perform duties associated with emergencies or winter events, as determined by the Division Manager, such as, but not limited to, snow plowing, ice response or flooding, will receive a three percent (3%) differential for the duration of the assignment.
- ~~(E)~~ Any Mechanic 1 or Mechanic 2 working in the field without direct supervision ~~with the shop or lube truck~~ will receive five percent (5%) ~~out of class~~ differential.
- ~~(E)~~(F) Employees in Solid Waste assigned lead responsibilities when a supervisor and/or Lead Worker are offsite for one (1) hour or more will receive five percent (5%) differential for the duration of the onsite assignment.

Section 6 – Direct Deposit

- (A) All employees hired subsequent to March 1, 2001 will 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 7 – Deferred Compensation

- (A) For employees in regular positions the **COUNTY** will continue to contribute three percent (3%) of the employee's PERS subject wages into the **COUNTY**-sponsored deferred compensation account.

- (B) It will be the responsibility of the employee to assure that their account does not exceed the maximum allowed under IRS rules.

Section 8 – Minor Payroll Adjustments

The **UNION** agrees that the **COUNTY** may make minor adjustments to an employee's wages, up to a maximum dollar amount of twenty five dollars (\$25.00) per pay period, not to exceed six (6) pay periods, 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.

Section 9 – Extra Help Premium Pay for CDL Use

When the **COUNTY** employs an Extra Help employee who holds a Commercial Driver's License (CDL), the employee will receive five percent (5%) premium pay for all hours worked.

THd
Jo
7/25/22

ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

- (A) The following days will be recognized and observed as paid holidays subject to the provisions of paragraphs (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)
<u>Juneteenth</u> <u>(June 19)</u>	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King's Birthday (3rd Monday in January)	

(B) Qualifications

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

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

(C) Holiday Pay

- (1) Full time eligible bargaining unit employees will be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule will have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight 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' will receive ten (10) hours compensation for the holiday.
- (2) Part time eligible bargaining unit employees will be compensated for holidays on a pro

rata basis using the percentage of full time the employees' hours paid in the previous two (2) pay periods as a base.

(3) Compensation for holidays will 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 will 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 will be granted in lieu of (a) above.

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

(D) Holidays on Day off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

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

Section 2 - Time Management

(A) Purpose

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

(B) Eligibility

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

Family Emergency;
Vacation Leave;
Sick Leave (non-occupational illness or injury leave, excluding disability leave)

Personal Holidays

(C) Accumulation

Eligible employees whose most recent hire date is on or before December 31, 2015 will accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0-24 mos. (0-2 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

Eligible employees whose most recent hire date is on or after January 1, 2016 will accumulate earned leave based on full time status, at the following rates:

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

(D) Part Time Employees

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

(E) Existing Vacation

- (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 will be paid ~~in cash~~.

(F) Usage

- (1) 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 will be charged against the employee's accrued leave balance. Earned leave will accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

- (2) All accrued time management and compensatory time will be used prior to requesting leave without pay, this includes approved FMLA and/or OFLA leaves.

(G) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice (2x) their current annual time management ~~accumulation accrual~~. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice (2x) their current annual leave ~~accumulation accrual~~ will forfeit that amount above their maximum ~~accumulation accrual~~. An employee who has acquired the maximum allowable ~~accumulation accrual~~ 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

~~After six (6) months of service, upon termination of an employee~~Upon the termination of a non-probationary employee, the employee's accrued time management leave balance as of the date of termination will be ~~converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave~~paid out at fifty percent (50%) of the balance at the current rate of pay.

(I) Death

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

(J) Scheduling

- (1) Employees will, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift, unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email, or text message).
- (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 5, DISCIPLINE AND DISCHARGE, of this Agreement.

- (3) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead, within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests shall be on a first come, first served basis.
- (4) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of the Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but intended to apply to consistent workloads that are quite heavy as result of layoffs or other general staffing shortages.

(K) Conversion

- (1) After six (6) months of service, Eemployees may sell accrued time management hours subject to the following restrictions:
 - (a) The maximum number of time management hours that can be paid out 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 time management ~~time~~ hours.
- (2) Subsection (1) above notwithstanding, during the last three (3) years prior to PERS retirement eligibility, employees may sell up to two hundred (200) hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

(L) Layoff/Recall

- (1) Employees 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 paid out.

Section 3 - Occupational Illness or Injury

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

the following will apply:

- ~~(A)~~ — Employees in regular positions who sustain an injury or illness compensable by Workers' Compensation and are unable to perform their assigned duties will be paid their regular salary, minus any applicable employee contributions, for lost time the first ninety (90) calendar days of the employee's on the job illness or injury; thereafter as prescribed by Oregon Workers' Compensation Law. Such time shall not be charged against any earned leave balance. Employees in regular positions with less than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one (1) day per month of employment.
- ~~(B)~~ (A) ~~Non-Probationary employees in regular positions with more than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on the job illness or injury. Such time will not be charged against any earned leave balance.~~
- ~~(C)~~ — ~~Employees under this section will have the option of giving their full Workers' Compensation check to the COUNTY and receiving their regular salary.~~
- ~~(D)~~ (B) In addition to employees serving in regular positions, section 3 (A) ~~and (B)~~ will apply to part-time bargaining unit employees who are regularly scheduled to work year round between 520 and 1040 hours per year in positions which otherwise meet the definition of "regular employee" under the terms of this agreement.
- ~~(E)~~ (C) In addition to employees serving in regular positions, section 3 (A) will apply to Employees working in an extra help or seasonal capacity, up to a maximum of three (3) days per occurrence.

Section 4 — Non-Occupational Disability Leave

- (A) After completion of six (6) months of employment if a non-occupational illness or injury exceeds eighty (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. 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 will 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, will offset the reduction from their regular pay by charging time to their accrued time management. (Pregnancy is exempted from the six month waiting period.) Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may

request up to an additional ninety (90) consecutive calendar days of leave without pay.

(B) Once an employee has received benefits under this provision, the employee will not be eligible to use time management leave for non-occupational disability purposes again until after they have returned to work and subsequently suffered another illness or injury.

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

(D) Employees who are on disability leave will not accrue Time Management.

(E) Employees in limited duration positions may elect to self pay for the short-term disability and long-term disability insurance coverage under this section.

~~(D)~~(F) An employee's employment may be terminated because of a disability and/or exhaustion of protected leaves which precludes the employee from the performance of the essential duties of their job on a regular full time basis. Prior to termination such action is subject to a disability leaves exhaustion (DLEX) meeting.

Section 5 - 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 5, DISCIPLINE AND DISCHARGE, of this agreement.

Section 6 - Bereavement

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

Section 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 will, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees

called for jury duty on a day when they are not scheduled to work will be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** will not change an employee's normal work shift because of jury duty.

Section 8 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations. Good cause will include, but will 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 will be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence will be made until such leave has been properly approved. Requests for such leaves will be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps, and **UNION** leave granted in accordance with Article 4, 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, will be considered as having resigned, and the position will thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee who has been employed for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) consecutive calendar days in any military fiscal year.

Section 9 - Unexcused Absence

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

Section 10 - Subrogation

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

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

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ARTICLE 12
INSURANCE AND RELATED

Section 1 - Types of Insurance

- (A) The **COUNTY** agrees to cover its eligible and qualified regular probationary and non-probationary employees with certain insurance protection and related programs. 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 will 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** will meet with the **UNION** to explain such changes.
- (1) Employee and dependent health insurance, with major medical services, also known herein as the "Co-Pay" plan, or, at the option of the employee, a "High Deductible Health plan", with a Health Savings Account (HSA) or a Health Reimbursement Arrangement via a voluntary employees' beneficiary association (HRA-VEBA), known herein as the "HDHP" for employees whose most recent hire date is on or before December 31st, 2015.
- (2) Employee and dependent health insurance, with major medical services, also known herein as the Plus Plan, or, at the option of the current employee, High Deductible Health plan known herein as the "HDHP" for employees whose most recent hire date is on or after January 1, 2016.
- (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.; Employee 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 sixty six and two thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan, ten thousand dollars (\$10,000) gross or six thousand six hundred sixty seven dollars (\$6,667) net per month;
- (E) The employee and dependent vision plan will be modified to include one vision examination per year annually for those eighteen (18) and under and every other year for those nineteen (19) and older.
- (F) Eligible and qualified regular part-time employees hired after July 1, 2003, who are regularly scheduled to work between twenty (20) and thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent coverage under **COUNTY's** group plan.
- (G) Eligible and qualified Limited Duration employees who are regularly scheduled to work twenty (20) hours per week or more will receive employee-only health, dental and vision exam insurance under the high deductible health plan (HDHP) with a health savings account or health reimbursement arrangement. Such employees may elect to self-pay for purchase

of dependent coverage under **COUNTY**'s group plan.

(F)(H) Eligible and qualified Limited Duration employees will receive employee accidental death and dismemberment insurance provided at \$25,000 or one times annual salary, whichever is the greater. Eligible and qualified Limited Duration employees will receive term life insurance in the amount of \$25,000 or one times annual salary, whichever is the greater.

Section 2 – Health Insurance Plan

(A) The following health insurance plans are available:

- (1) Employees whose most recent hire date is on or before December 31, 2015 will have the choice between the Co-Pay Plan, the Plus Plan and a high deductible health medical plan with a health savings account or health reimbursement arrangement (the “HDHP Plan”).
- (2) Employees whose most recent hire date is on or after January 1, 2016 have the choice between the Plus Plan, or a high deductible major medical plan with a health savings account or health reimbursement arrangement via a voluntary employees' beneficiary association (the “HDHP Plan”).
- (3) For all employees who complete the annual “Live Well” Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a “Live Well” credit of twenty dollars \$20 monthly to the employees' health contribution cost.
- (4) For all employees who elect the “HDHP” plan the employee's monthly contribution is twenty dollars (\$20.00) per month.
- (5) For all employees who elect the Prime Plan, the employee's monthly contribution is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Spouse/Domestic Partner) = fifty dollars (\$50.00).
- (6) For all employees who elect the Co-Pay Plan, the employee's monthly contribution is as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Spouse/Domestic Partner) = seventy dollars (\$70.00).
- (7) For all employees who elect the HDHP plan, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account or health reimbursement arrangement (HRA-VEBA) within the first five (5) business days following January 1 for calendar years ~~2020~~2023, ~~2024~~2021 and ~~2025~~2022.
- (8) For employees who are recalled to a regular position and are eligible for benefits, the employee's most recent hire date prior to layoff will be used to determine which benefit plans they are eligible to enroll in.

(B) Opt Out

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

- (2) The monthly amount that an employee would receive is \$350.00 in lieu of medical and vision insurance coverage. This amount will be one hundred seventy five dollars (\$175.00) for eligible part time employees hired on or after July 1, 2019 or ratification and approval by the Board of County Commissioners of this Agreement. Employees who are already covered under **COUNTY** insurance through another eligible participant will not be eligible for the opt-out provision.
- (3) The employee will be required to provide proof of other coverage at the time of the declination of County medical and vision exam insurance, and is required to have continuous medical coverage.
- (C) **UNION** agrees to maintain an assertive duty to support plan design changes as may be necessary to keep the highest year to year premiums increases at or below ten percent (10%) during the term of this Agreement.

Section 3 - Retirement Enrollment

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** will pay the employer's contribution. The **COUNTY** will ~~contribute to pay~~ the employee's required six percent (6%) ~~contribution 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) will be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.
- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) will be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.
- (C) Retired employees eligible for **COUNTY** health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents.
- (D) To qualify for retirement and be eligible for **COUNTY**-paid 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 16 of this Agreement, will be entitled to immediately begin receiving the retiree health insurance benefits otherwise entitled pursuant to this section.
- (F) Employees hired on or after July 1, 1997, will not be eligible for **COUNTY**-paid retiree health

insurance benefits.

- (G) In order to provide an early retirement alternative to employees who have met the 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 will be compensated for by the **COUNTY**, provided that:

- (A) the employee would reasonably be expected to be wearing or carrying the property in question in the performance of duties;
- (B) such loss or damage occurs during the course of employment;
- (C) the loss was not the fault of the employee;
- (D) this provision does not apply to personal vehicles, jewelry, personal cell phones or similar items.

Section 6 - ICC Physical Examinations

An employee required to maintain a Commercial Driver's License (CDL) will have the option of going to a provider designated by the **COUNTY** at no expense to the employee or of going to a provider of the employee's own choice at their own expense, as mandated by law for legally required Interstate Commerce Commission (ICC) Physical Examinations.

ARTICLE 13

SAFETY

Section 1 - Safety Policy

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

Section 2 - Safety Committee

The **COUNTY** will maintain a Public Works and a **COUNTY**-wide Safety Committee. The chairperson of the Public Works Safety Committee will be appointed by the Director of the Department of Public Works. The Chairperson will vote only in case(s) of a tie. The **UNION** will 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 will appoint departmental representatives equal in number to the total number of **UNION** representatives for all affected bargaining units.

Section 3 - Committee Functions

The Committee will perform the following primary functions:

- (A) The Committee will recommend minimum health and safety standards regarding working conditions to the Director of Public Works.
- (B) The Committee will recommend appropriate training programs on safety.
- (C) The Committee will be empowered to make recommendations on safety issues.
- (D) The Committee will form a sub-committee, the Accident Review Committee (ARC). The ARC will have the authority to investigate accidents and make appropriate recommendations.

Section 4 - Meeting Schedule

The Committee will meet at least once per month during regular work hours. Meetings will be scheduled at such times and in a manner that all business can be conducted during regular work hours. At no time will 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 will suffer no disciplinary action as a result of refusing to perform such unsafe acts.

Section 6 - Personal Protective Equipment

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- (A) The **COUNTY** will provide necessary personal protective equipment, including coveralls, hardhats, hearing protectors, gloves 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 one hundred fifty fifteen dollars (\$150.00) 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 will be charged the then current replacement rate for equipment or gear not so returned. Any County-issued personal protective equipment with reasonable wear may be returned to the **COUNTY** for replacement.

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ARTICLE 14 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 will 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 will be granted overtime pay or compensating time off subject to Article 9, HOURS OF WORK AND OVERTIME. For the purposes of this provision, overtime will include authorized time spent in travel. Appropriate costs for such training will be borne by the **COUNTY**.

Section 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 will 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 will be scheduled at a mutually convenient time by the Training Coordinator, provided that neither party will be obligated to participate in meetings more often than quarterly unless mutually agreed by the parties.

Meetings of the Training Committee will 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 will 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 - Commercial Driver's License (CDL) Training

- (A) The **COUNTY** will cover the costs of training through an outside CDL training vendor for employees required to obtain a CDL, consistent with their classification, with-subject to the following provisions below: The **COUNTY** will cover the cost, or reimburse employees, for required permit fees, passing Department of Motor Vehicles (DMV) testing fees and associated endorsements only for the initial test(s) through the DMV.
- (B) If an employee voluntarily separates within two (2) years of obtaining their CDL, the employee will reimburse the **COUNTY** a prorated amount of the cost of the training, based on the length of service after receiving the CDL. Employees receiving this training will authorize the **COUNTY** to deduct the reimbursement amount from their final paycheck deduction and/or seek reimbursement by other means.
- (C) If the employee fails to obtain their CDL during the course of the training, any costs associated with retaking the test will be borne by the employee.

Section 10 - 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 will review and consider all proposals submitted pursuant to this section.
- (C) Upon request of the **UNION**, the Training Coordinator will meet with the **UNION** and a reasonable number of affected employees to discuss the training proposal. Such meeting will be held at a time and place mutually agreeable to the Training Coordinator and the **UNION**.
- (D) The Training Coordinator will respond in writing to the **UNION** regarding the training proposal.



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~~2019-2022~~**ARTICLE 15****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 will be deducted from the employee's length of continuous service. Bargaining unit employees promoted or transferred out of the bargaining unit will 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 will be deducted from the employee's length of continuous service.~~

Section 2 - Continuous Service

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

Section 3 - Seniority List

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

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

ARTICLE 16
LAYOFF AND RECALL

Section 1 - Layoff

- (A) Employees with the least seniority within the job classification and series will be subject to layoff first. It will be understood that initial probationary, extra help and temporary employees within the affected classification series will be removed from **COUNTY** employment before a layoff of regular 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 will be subject to layoff without consideration of job classification on the basis of seniority only.
- (C) Employees subject to layoff will be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

Section 2 - Bumping Rights

- (A) Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification will 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 will have bumping rights to the Road Maintenance/Solid Waste 2 Operator classification and employees in the Park Maintenance 2 classification will have bumping rights to the Road Maintenance/Solid Waste 1 Worker/Trainee classification on the basis of seniority.~~
- ~~(C) In case of layoffs in Road Maintenance, employees in the Road Maintenance/Solid Waste (2 & 3) Operator and Senior Operator classifications will have bumping rights to the Park Maintenance 2 classification on the basis of seniority.~~
- ~~(D)~~(B) In the case of layoffs, employees will have bumping rights as per Attachment A on the basis of seniority.

Section 3 - Recall

- (A) Layoff status employees will be recalled in order of seniority within the job classification and series from which they were laid off, provided that such recall will 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 will be given preference in filling bargaining unit vacancies not filled by promotion. Employees will 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 will 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 8 of this Agreement.
- (D) An employee who accepts recall to a lower classification will retain recall rights to their original classification or original budgeted 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 will retain recall rights in accordance with Section 3(A) of this Article.
- (F) An employee will not be required to accept recall to a position located more than twenty five (25) miles from their previous reporting place.
- (G) The **COUNTY** will furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights.
- (H) An employee will not be required to accept recall to a part-time or temporary position in order to maintain recall rights, and the **COUNTY** will not be required to recall employees to a temporary position on the basis of seniority. It is understood that the **COUNTY** will offer employment to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.
- (I) Former regular status 626 bargaining unit employees who have been promoted while represented by 626 to positions represented by the Administrative-Professional Association of Lane County (Admin-Pro) with no break in **COUNTY** service will have their seniority accrued as a 626 member frozen for recall purposes. These former 626 employees who are laid off from an Admin-Pro position will be entitled to recall rights to a vacant 626 position. Order of recall will be:
 - (1) Recall to vacant former classification.
 - (2) Recall to vacant lower position in same classification series

This seniority and recall rights will expire three (3) years after the promotion to the Admin-Pro position.

Section 4 - Protection/Rights During Layoff

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

coverage, as provided for in COBRA. The **COUNTY** will administer all such payments.

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 11, Section 4, will be deemed to have been laid-off and will 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 disability has 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 17
RELATIONSHIPS

Section 1 - Entire Agreement

The parties herein agree that the relationship between them will 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 minimis 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 will 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 will be null and void.

Damon Kille
7/25/22
626 Agreement
2019-2022

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7/25/2022
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ARTICLE 18
TERMINATION

Section 1 - Duration

Unless otherwise specifically stated, this Agreement will become effective upon ratification and will remain effect until and including June 30, ~~2022~~2025, and thereafter will continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement by April 1, ~~2022~~2025, 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 will set forth the specific item or items the party wishes to terminate or modify, and the parties will commence negotiations at least ninety (90) calendar days prior to the expiration of the Agreement except by mutual consent.

Section 3 - Force of Agreement

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

IN WITNESS WHEREOF the parties hereto have set their hand this _____ day of _____, ~~2019~~2022.

FOR THE COUNTY

Steve Mokrohisky
County Administrator

Dan Hurley
Public Works Director

Inga Wood
Employee Relations Program Manager

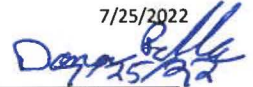
FOR THE UNION

~~Rick Keene~~Damon Pocholec
President Local 626



~~Don Weick~~Stacy Stroda
Vice President

~~Aaron Jorgensen~~Charles Hill
~~Treasurer~~Steward

~~Jesika Heikkinen~~Jason Cramblit
~~Secretary~~Member-at-Large



Job Code	Lane Working Title	Current Grade New Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
I001	General Laborer	3	12.92	13.42	13.92	14.42	14.97	15.5	16.09	16.68
		14	17	17.64	18.27	18.93	19.65	20.37	21.11	21.91
I031	Shop Utility Worker	11	15.78	16.34	16.98	17.6	18.25	18.91	19.62	20.35
		15	17.4	18.07	18.74	19.43	20.16	20.89	21.66	22.47
I006	Park Maintenance 1	12	16.19	16.76	17.39	18.06	18.73	19.41	20.15	20.88
		16	17.82	18.5	19.19	19.88	20.64	21.39	22.19	23.01
I002	Road Maint Worker/Trainee	13	16.59	17.19	17.81	18.49	19.18	19.87	20.63	21.38
		17	18.31	18.97	19.69	20.4	21.17	21.95	22.76	23.6
I032	Solid Waste Worker/Trainee	13	16.59	17.19	17.81	18.49	19.18	19.87	20.63	21.38
		17	18.31	18.97	19.69	20.4	21.17	21.95	22.76	23.6
I010	Mechanic 1	19	19.22	19.91	20.68	21.42	22.23	23.05	23.91	24.79
		25	22.29	23.1	23.99	24.84	25.79	26.73	27.69	28.74
I028	Park Maintenance 2	20	19.71	20.41	21.18	21.97	22.77	23.61	24.49	25.38
		20	19.71	20.41	21.18	21.97	22.77	23.61	24.49	25.38
I003	Road Maintenance Operator	21	20.22	20.95	21.73	22.52	23.35	24.21	25.14	26.03
		23	21.22	22.01	22.83	23.67	24.55	25.44	26.43	27.4
I033	Solid Waste Operator	21	20.22	20.95	21.73	22.52	23.35	24.21	25.14	26.03
		23	21.22	22.01	22.83	23.67	24.55	25.44	26.43	27.4
C039	Fleet Services Purchasing Spec	22	20.7	21.44	22.26	23.07	23.93	24.81	25.73	26.68
		22	20.7	21.44	22.26	23.07	23.93	24.81	25.73	26.68
I007	Sr. Park Maintenance	24	21.75	22.54	23.38	24.25	25.16	26.05	27.02	28.04
		24	21.75	22.54	23.38	24.25	25.16	26.05	27.02	28.04
I011	Mechanic 2	25	22.29	23.1	23.99	24.84	25.79	26.73	27.69	28.74
		27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
I004	Road Maintenance Sr Operator	25	22.29	23.1	23.99	24.84	25.79	26.73	27.69	28.74
		27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
I034	Solid Waste Sr Operator	25	22.29	23.1	23.99	24.84	25.79	26.73	27.69	28.74
		27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
C044	Sr Fleet Services Purchasing Spec	27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
		27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
I012	Sr Mechanic	27	23.45	24.3	25.2	26.13	27.08	28.09	29.12	30.22
		29	24.6	25.52	26.48	27.45	28.46	29.52	30.59	31.72

7/25/2022



DP 6/8/22

626 Agreement
2019-2022TAD
6/8/2022
(D)**ATTACHMENTSCHEDULE A****Classification Series & Bumping Order**

Job Code	Primary Classification/Series	Secondary Classification
I004	Road Maintenance Sr Operator	Solid Waste Sr Operator
I003	Road Maintenance Operator	Solid Waste Operator/ Park Maintenance 2
I002	Road Maintenance Worker/Trainee	Solid Waste Wrkr/ Trainee /Park Maintenance 1
I001	General Laborer	<u>Shop Utility Wrkr</u>
I034	Solid Waste Sr Operator	
I033	Solid Waste Operator	Road Maintenance Operator /Park Maintenance 2
I032	Solid Waste Worker/Trainee	Road Maintenance Wrkr/ Trainee / Park Maintenance 1
I001	General Laborer	<u>Shop Utility Wrkr</u>
I007	Sr. Park Maintenance	Road Maintenance/Solid Waste Operator
I028	Park Maintenance 2	
I006	Park Maintenance 1	Road Maintenance <u>Wrkr</u> /Solid Waste Wrkr
I001	General Laborer	<u>Shop Utility Wrkr</u>
C052-	Fleet Quality Assurance & Safety Specialist	
I012-I011	Sr. Mechanic – Mechanic 2	
I010	Mechanic 1	<u>Roads Operator/Waste Operator/Park Maintenance 2</u>
I031	Shop Utility Worker	<u>Roads Wrkr/Waste Wrkr/Park Maintenance 1</u>
I001	General Laborer	
C044	Sr. Fleet Services Purchasing Specialist	
C039	Fleet Services Purchasing Specialist	
I008	Electrician	



DT 6/8/22

LANE COUNTY
I007
Revised 08/00

THAd to
6/8/22

SENIOR PARK MAINTENANCE

CLASS SUMMARY: Performs skilled and semi-skilled construction work and operates complex equipment in the maintenance of park grounds and repair of park structures and facilities.

CLASS CHARACTERISTICS: This is the advanced journey level class in the Park Maintenance series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned including the operation of complex or heavy equipment and the performance of skilled work. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED: Receives direction from the Park Superintendent and/or Park Lead Worker. May exercise technical and functional supervision over other Park Maintenance personnel.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Performs skilled and semi-skilled carpentry work in maintaining, repairing, renovating and new construction on all buildings in parks. This work may include layout, framing, finish and trim work, installation of doors, windows, railings, vinyl floorings, and all types of roofing material.
2. Maintains, repairs, replaces, and installs all types of plumbing, which includes working with copper, iron, and plastic materials.
3. Installs, maintains and repairs concrete floors and walls, cement block and brick walls, tile walls and counters.
4. Maintains all painted surfaces using all types of oil and water base paints, hi-temp enamels, stains, epoxy fillers and thinners.
5. Prepares planting areas and plants trees, shrubs and other plant materials; performs tree surgery and prunes trees and shrubs; fertilizes and mulches plant materials; removes hazardous or dead trees; applies pesticides in accordance with IPM principles.
6. Operates transport trailers, heavy haul trailers, graders, loaders, crawler tractor, scrapers, truck and trailer, spray truck, dump truck, wheel tractors, backhoes, large compressors, large generators, fork lift, small ditch-witch trencher, cement mixer, large chain saws, jack hammer, and multi-deck and other riding mowers.
- 7.

LANE COUNTY
Senior Park Maintenance (Continued)

8.	Uses acetylene torches for cutting and brazing; uses pumps, generators and compressors.
9.	Operates, maintains and performs repairs of all parks equipment.
10.	Maintains and repairs sewer plants including septic tanks, drain fields, pit toilets, sewage lagoons, aerator dispersal systems; maintains and repairs irrigation and water systems, including pumps, pipes, pressure relief valves, pressure tanks, and chlorinators and irrigation controllers.
11.	Performs janitorial duties that include removal of all garbage, litter and materials that may be hazardous to park users, cleaning and restocking restrooms in all parks.
12.	May coordinate activities with caretakers, concessionaires, fee collectors, public safety officials, volunteer groups, sub-contractors and special interest groups.
13.	Enforces County Code and park rules in the parks and issues citations for violations.
	Schedules and trains subordinate, seasonal and extra help staff.

Knowledge of (position requirements at entry):

- Methods and materials used in carpentry and plumbing work.
- Horticultural and landscape maintenance practices and procedures.
- Park operational procedures.
- Basic safety practices and procedures.
- Operation and maintenance of equipment used in park operations.
- Methods and procedures in handling hazardous materials and chemicals.

Ability to (position requirements at entry):

- Perform skilled carpentry and plumbing work.
- Operate complex equipment used in park operations.
- Read and understand plans and specifications.
- Perform strenuous physical labor in all kinds of weather.
- Understand and follow written and oral instructions.
- Establish and maintain effective relationships with the public and other County employees.

Training and Experience (positions in this class typically require):

Equivalent to the completion of the twelfth grade. Additional specialized training in horticulture and landscape maintenance is desirable. Two years of experience in the performance of skilled building trades and/or ground maintenance tasks, preferably in a parks environment. An equivalent combination of experience and training that will demonstrate the required knowledge and abilities is qualifying.

Licensing Requirements (positions in this class may require):

Possession of a valid Oregon Class A CDL driver's license at time of appointment; may be required to obtain an Oregon Pesticide Applicator's License. Possession of a Limited Maintenance Electrician's (LME) license and Class A CDL is desirable.

LANE COUNTY
Senior Park Maintenance (Continued)

NOTE: This position is represented by Lane Co Assoc. Local 626.

Classification History:

FLSA Status: Non-Exempt