

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

#### Section 1 - Workday/Workweek

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

#### Section 2 - Normal Work Schedule

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

#### Section 3 - Employee Work Schedule

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

#### Section 4 - Alternate Work Schedules

- (A) In the event the **COUNTY** initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations.
- (B) An employee may submit a written request to his/her supervisor for a permanent change in work

hours and/or workdays of his/her work schedule. Such requests may provide for a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day.

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

#### **Section 5 - Overtime**

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

- (5) Overtime shall be calculated to the nearest one-tenth (1/10) hour worked.
- (6) Compensatory time earned for overtime work may either be coded to be paid on the paycheck for the period in which it is earned or to be accumulated for use or payoff at a later date.
- (C) 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.
- (D) If, in the opinion of the Director of the Department of Public Works, 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.
- (E) In order to maintain reasonable compensatory time off balances, on March 31 of each year, the Director of the Department of Public Works will review all balances and he/she may elect to pay off excessive balances rather than scheduling the employee to take time off pursuant to paragraph (D) above. At other times, an employee may request cash payment for earned compensatory time off. All such payment shall be one (1) hour pay for each hour of compensatory time converted, at the employee's normal straight time rate.
- (F) Any unused accumulated compensatory time off shall be paid in cash at the time of termination or transfer to another division.
- (G) At the request of the **UNION**, three (3) **UNION** representatives shall 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 shall be allowed one (1) rest period of fifteen (15) minutes duration in each one-half (1/2) shift, which insofar as is practicable, shall be in the middle of each half-shift, such time to begin when the employee leaves their work station, and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time shall be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours duration.
- (C) Unpaid meal periods shall not be less than thirty (30) minutes, nor more than one (1) hour in duration.
- (D) Employees required by the **COUNTY** to work in excess of two (2) hours beyond their regular scheduled shift shall be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is understood that the duration of such periods shall be determined by the **COUNTY**.
- (E) Should the **COUNTY** return to swing and graveyard shifts, employees who work on these shifts shall receive a paid meal period not to exceed one-half (1/2) hour in duration, and shall be subject to call by the **COUNTY**.

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

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

**Section 8 - Reporting Place**

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

**Section 9 - Call Back/Reporting Time**

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

**Section 10 - Shifts**

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

**Section 11 - On-Call Time**

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

- (A) The Lead Electrician may be required to be available for work or assignment on a continual standby basis where necessary for **COUNTY** operations. Continual standby shall not exceed one month in duration with at least one month between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. The **COUNTY** shall pay the Lead Electrician three hundred dollars (\$300) per month as compensation when the employee is required to be on continual standby.
- (B) Employees classified as Shop Supervisor and Lead Mechanic may be required to be on-call after normal working hours and to respond to work related call-out. The **COUNTY** shall pay the Shop Supervisor one hundred dollars (\$100) per month and the Lead Mechanic seventy five dollars (\$75) per month as compensation for on-call status.
- (C) The **COUNTY** may assign **COUNTY** vehicles to employees who can then be required to accept work-related telephone calls after normal hours and to respond to work-related call out. In such cases, **COUNTY** vehicles shall only be used for authorized **COUNTY** business except that they may be used by the employee for commuting to and from his/her job.
- (D) Employees who are authorized use of a **COUNTY** vehicle for commuting to and from their job in exchange for responding to work-related call out on or after the effective date of this Agreement shall be provided ninety (90) days advance, written notice if such authorization is withdrawn. It is understood that this provision does not apply to authorizations that are clearly of a temporary or seasonal nature.
- (E) This Section does not apply in cases of emergencies as officially declared by the Board of County Commissioners.

## ARTICLE X

### WAGES

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

The salary range for each presently established job classification shall be as set forth in Schedule A. The salary ranges for Lead Workers reflect a 2 ½ % salary adjustment for performing ranger duties (e.g., issuing Oregon Uniform citations, enforcing park rules and responding to complaints regarding conflicts between park patrons).

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

- (A) The compensation plan shall be based on a 10–Step salary schedule in the manner shown on Schedule A.
- (B) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the **COUNTY**. Otherwise, the anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a "competent" ("successful") or better rating on their performance evaluation.
- (C) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

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

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

- (A) A proposed wage rate shall be established by the **COUNTY**, and provided to the **UNION**.
- (B) The rate proposed by the **COUNTY** shall be deemed as agreeable to the **UNION** at the end of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations for over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the provisions of Article XVII, Section 1 shall apply.
- (D) No new or modified classification shall be effective until such time as the Board of County Commissioners ratifies the permanent wage rate.

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

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

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

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

- (B) All assignments in training shall be authorized in writing upon the employee's request.

**Section 6 - Registration Differential**

- (A) Any Sr. Engineering Associate, Engineering Associate, Waste Management Engineer and Environmental Engineering Specialist who is a Registered Professional Engineer within the State of Oregon shall receive a five percent (5%) salary incentive and wage differential for holding and the use of such valid registration as agreed to between the **COUNTY** and the employee.
- (B) Any Sr. Engineering Associate or Engineering Associate who is Registered as a Professional Land Surveyor within the State of Oregon or who possesses an Engineer-In-Training (EIT) certification; any Park Planner who is Registered as a Landscape Architect; or, any Real Property Officer who is Registered as a State Certified Appraiser under the provisions of ORS Chapter 674, shall receive a three percent (3%) salary incentive and wage differential for holding and the use of such valid registration as agreed to between the **COUNTY** and the employee.
- (C) Employees holding said Professional Registrations shall not be required to place their seal on any work which they have not had control or responsibility.
- (D) An employee who possesses more than one professional registration addressed in this Section may receive only the one salary incentive and wage differential most applicable to his or her job.
- (E) A Lead Electrician required by the **COUNTY** to hold a "Supervising Electrician" State License shall receive a five percent (5%) salary incentive and wage differential for holding and use of such valid license as determined by the **COUNTY**.

**Section 7 – Direct Deposit**

- (A) All employees hired subsequent to March 1, 2001 shall have their payroll transmitted via direct deposit
- (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 will continue to receive a payroll stub comparable to that provided under the status quo.
- (D) Direct deposit may be made to a maximum of two (2) financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

**Section 8 - Shift differential**

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

shift.

**Section 9 - Deferred Compensation Contribution**

- (A) Effective the first pay period following July 1, 2006, the **COUNTY** will contribute 1.0% of the employee's PERS subject wage rate to one of the **COUNTY's** deferred compensation providers.
- (B) Employees shall be responsible to assure that his/her account does not exceed the maximum allowed under IRS rules.
- (C) Effective the first pay period following July 1, 2007, the **COUNTY's** contribution shall be increased by 1% for a total of 2%.
- (D) Effective the first pay period following July 1, 2008, the **COUNTY'S** contribution shall be increased by 1% for a total of 3%.

**Section 10 - Minor Payroll Adjustments**

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

## ARTICLE XI

### LEAVE TIME AND HOLIDAYS

#### Section 1 - Holidays

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

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

- (B) Qualifications

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

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

- (C) Holiday Pay

- (1) Full time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section are working a five (5) day, eight (8) hour work schedule shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight hours of holiday time off.
  - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part time eligible bargaining unit employees shall be compensated for holidays on a pro rata basis using the percentage of full time the employee worked in the previous two pay periods as a base.
- (3) Compensation for holidays shall be as per the following:
  - (a) Pay for each designated holiday which falls on a day the employee otherwise would work, or



- (b) Time off at the mutual convenience of the employee and the **COUNTY**, for each designated holiday which falls on a day the employee otherwise would not work.
  - (c) In addition to compensation under (a) or (b) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday.
  - (4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.
  - (5) It is understood that the pay provisions of this Section shall not apply to those classifications found to be exempt in accordance with Article IX of this Agreement. Such exempt employees who are required to work on a designated holiday shall receive straight time pay for hours worked on the holiday and alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (D) Holidays on Day off
- Whenever a holiday shall fall on an employees scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday.
- (E) Holiday During Leave
- Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave or vacation.
- (F) Friday Following Thanksgiving
- The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken by the end of the fiscal year.

## **Section 2 - Time Management**

- (A) Purpose
- It is the purpose of the employee time management program to provide employees with a leave with pay program that is easy to understand, responsive to individual needs, and easy to administer.
- (B) Eligibility
- This program covers all permanent probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:
- (1) Family Emergency;
  - (2) Vacation Leave;
  - (3) Sick Leave (non-occupational illness or injury leave, excluding disability leave);
  - (4) Personal Days.
- (C) Accumulation
- (3) Eligible non-exempt employees shall 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

- (2) Eligible Professional (exempt) employees shall 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.)	23.0 days/yr.	7.077 hrs./pay period
13 - 24 mos. ( 1 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos. ( 2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos. ( 4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos. ( 9 to 14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	41.0 days/yr.	12.615 hrs./pay period
289 mos + (24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

(D) Part-time employees

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

(E) Existing Vacation

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

(F) Usage

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

(G) Maximum Accumulation

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

allowable prior to the following March 31 or forfeit the excess.

(H) Termination

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

(I) Death

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

(J) Scheduling

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

(K) Conversion

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

(L) Layoff/Recall

- (1) Employees who are laid off may sell back up to a maximum of eighty (80) hours of time management on a one to one basis, including any time management they may have already sold back in that year, regardless of whether or not they have taken or scheduled eighty (80) hours of time management leave.

- (2) Employees who are recalled from layoff may buy back, within one (1) year of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were cashed out.

### **Section 3 - Occupational Illness or Injury**

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

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

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

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

All disability leave pay is less any Workers Compensation Benefits for which the employee may be entitled following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only sick leave used during the first fourteen (14) calendar day period will be charged against the employee's accrued time management balance.

- (B) An employee whose disability leave exceeds two weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Once an employee has received benefits under this provision, he/she will not be eligible to use accrued time management again for this occurrence until he/she has returned to work and subsequently suffered another illness or injury. Therefore, the decision to use accrued time management or vacation leave to offset the reduction from their regular pay must be made before receiving benefits.
- (C) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (D) All sick leave accumulated prior to July 1, 1974, in excess of the first 533 hours, will be available for use if required when the ninety (90) day disability leave is exhausted.
- (E) Employees who are on disability leave shall not accrue Time Management.

### **Section 5 - Bereavement**

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out-of-state travel is required, one (1) weeks pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father- or mother-in-law, son-in-law or daughter-in-law, or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of death.

### **Section 6 - Substantiation**

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

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

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

### **Section 8 - Leave of Absence**

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

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

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be

deemed to be an unexcused absence without pay and subject to disciplinary action including discharge.

**Section 10 - Subrogation**

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

## ARTICLE XII

### INSURANCE AND RELATED

#### Section 1 - Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below, except as described in paragraph 2 (A) below. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such increases shall be covered by the **COUNTY** whenever such changes become effective.

- (A) Employee and dependent health insurance, with major medical services, also known herein as the "Traditional" plan, or, at the option of the employee, a "Managed Care" plan. **COUNTY's** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance.
- (C) For employees hired into the bargaining unit after July 1, 1990, employee accidental death and dismemberment term life insurance in the amount of one (1) times annual salary. For employees hired into the bargaining unit prior to July 1, 1990, the amount of this insurance shall be frozen at one and one-half (1 1/2) times their annual salary as of July 1, 1990 until such time as this amount becomes equal to or less than their annual salary. Thereafter, the amount of this insurance shall be one (1) times their annual salary.
- (D) Employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability, not to exceed the limits of the plan.
- (E) Employee and dependent vision plan.

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

#### Section 2 – Health Insurance Plan

- (A) Effective August 1, 2006 , the following changes will be made to the health insurance plan:
  - (1) The annual medical deductible for the "Traditional" plan will be \$100 per year per insured, up to a maximum of three (3) per family.
  - (2) The annual out of pocket maximum for the "Traditional" plan will be \$1,500 per year per insured, up to a maximum of three (3) per family.
  - (3) The co-payments for the "Managed Care" plan will be \$10 per visit.
  - (4) Both the "Traditional" and "Managed Care" plans will use a 3-tier drug formulary designed by **COUNTY's** health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment, and Tier 3 drugs will require a \$35 co-payment.

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

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

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

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

- (A) The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and the **COUNTY** shall pay the employer's contribution. Effective with the pay period commencing at 10 p.m., on December 2, 1994, the **COUNTY** agrees to increase each step of the current 1994-95 salary schedule by six percent (6%). From that time forward, the **UNION** agrees the employees shall contribute six percent (6%) of salary to PERS. The **COUNTY** shall withhold from salary the employee's six percent (6%) PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of direct payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly to PERS. This six percent (6%) shall be considered the employee's contribution. For the limited purposes of Internal Revenue Code Section 414 (h) (2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as pre-tax contribution as the term "picks up" is used in the Internal Revenue Code. The **COUNTY** agrees to reduce the employees salary it reports on the W-2 forms by the six percent (6%) contributed to PERS.
- (B) Effective the first pay period following July 1, 2006, the **COUNTY** will contribute the employee's 6% to the Individual Account Program (IAP) administered by PERS.
- (C) The Social Security System (FICA), for enrollment purposes, only.

### **Section 4 - Physical Exams**

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

- (A) Under thirty (30) years of age, once every three (3) years.
- (B) Thirty (30) to thirty-nine (39) years of age, once every two (2) years.
- (C) Forty (40) years of age and over, once every one (1) year.

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

### **Section 5 – Fitness Membership**

For employees who report to work within a 12-mile radius of Delta or who otherwise choose to use this option, **COUNTY** shall establish an organizational membership at a local health club/gym so that employees may work out on their personal time in order to maintain or improve their physical fitness.

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

### **Section 6 - Retiree Benefits**

- (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years for the **COUNTY** prior to age seventy (70) shall be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.
- (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have



worked twenty (20) full, continuous years for the **COUNTY** prior to age seventy (70) shall be eligible for **COUNTY**-paid health insurance and may transfer from the active group to the retired group.

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

#### **Section 7 - Personal Property**

Damage to personal property occurring during the course of employment, without the fault of the employee, shall be compensated for by the **COUNTY** in accordance with Chapter 3, Section 33, Issue 2 of the Administrative Procedures Manual Subject: Reimbursement for Repair or Replacement of Destroyed or Damaged Personal Property dated June 28, 1982.

## ARTICLE XIII

### SAFETY

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

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

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

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

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

The Committee shall perform the following primary functions:

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

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

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

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

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

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

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

The **COUNTY** will provide non-prescription safety glasses where required. The **COUNTY** will pay up to \$25.00 once every two (2) years toward prescription safety glasses.

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

## ARTICLE XIV

### TRAINING

#### **Section 1 - Encouragement of Training**

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

#### **Section 2 - Employee Requests**

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

#### **Section 3 - Required Training**

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

#### **Section 4 - Training Proposals**

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

## ARTICLE XV

### SENIORITY

#### Section 1 - Definition

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

#### Section 2 - Continuous Service

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

#### Section 3 - Seniority List

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

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

## ARTICLE XVI

### LAYOFF AND RECALL

#### Section 1 - Layoff

- (A) It shall be understood that initial probationary, extra help and temporary employees within the affected classification series (Schedule B) shall be removed from **COUNTY** employment before a layoff of permanent employees occurs.
- (B) Should a layoff or elimination of a position involving classifications other than Engineer Technician series or the Engineering Assistant or Engineer Aide classifications occur:
  - (1) An employee within the affected classification may displace another employee in the same classification or lower classification in the series provided that the employee's seniority is greater than that of the employee displaced and the employee can, with the assistance of the **UNION**, demonstrate to the satisfaction of the **COUNTY** that he/she has the necessary technical expertise, skills and abilities to perform the duties of the new position. Then the lesser senior employee or employees displaced would have the right to move to the next lower classification under the same criteria as noted above.
  - (2) In all cases where an employee exercises seniority rights to move to a position requiring different technical skills, he/she will be placed on probation for a period of one year. If the employee is found to be not qualified for the new position he/she shall revert to the layoff procedure as described in paragraph B (1) of this Section. It is understood that the **COUNTY** will provide training to assist the employee during the probationary period.
- (C) Should a layoff or elimination of a position involving the Engineering Technician series or the Engineering Assistant or Engineer Aide classifications occur:
  - (1) An employee in a higher classification may displace an employee in an Engineering Technician 2, Engineering Technician 1, Engineering Assistant or Engineering Aide position provided that the employee's County-wide seniority is greater than that of the employee displaced and employee can, with the assistance of the **UNION**, demonstrate to the satisfaction of the **COUNTY** that he/she has the necessary technical expertise, skills and abilities to perform the duties of the new position.
  - (2) An employee in an Engineering Technician 2, Engineering Technician 1, Engineering Assistant or Engineering Aide position may displace another employee in the same classification provided that the employee's County-wide seniority is greater than that of the employee displaced and employee can, with the assistance of the **UNION**, demonstrate to the satisfaction of the **COUNTY** that he/she has the necessary technical expertise, skills and abilities to perform the duties of the new position.
  - (3) The less senior employee displaced under either (1) or (2) of this subsection shall have the right to move to the next lower classification under the same criteria as in (2) of this subsection.
  - (4) The provisions of subsection (B) (2), above, shall apply to any movement of employees into positions requiring new technical skills pursuant to (1), (2) or (3) of this subsection.
- (D) Should a layoff involve the need for consideration of bumping between the Engineering Associate, Senior Engineering Associate, Associate Surveyor or Senior Surveyor, the following shall apply:
  - (1) Bumping from the Associate Surveyor to the Engineering Associate or from Senior Surveyor to the Senior Engineering Associate shall occur pursuant to the general provisions of this Article and **COUNTY**'s established bumping practices and provisions.

- (2) Bumping from the Engineering Associate to the Associate Surveyor or from the Senior Engineering Associate to the Senior Surveyor or Associate Surveyor shall occur pursuant to the general provisions of this Article except that a more senior Engineering Associate or Senior Engineering Associate shall be required to have his or her Professional Land Surveyor (PLS) license at the time of layoff to be eligible for bumping consideration.
- (E) Should a layoff involve the need for consideration of bumping from the Engineering Associate, Senior Engineering Associate, Associate Surveyor or Senior Surveyor to the Engineer-In-Training (EIT) classification, bumping shall occur pursuant to the general provisions of this Article and **COUNTY's** established bumping practices without regard to the Engineering Intern or Engineer-In-Training (EI/EIT) certification requirement.
- (F) If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. This decision must be received by Human Resources within five work days of layoff notice.
- (G) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

## **Section 2 - Recall**

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

or any other information that would prevent the **COUNTY** from being able to contact the employee. If the employee does not respond within five (5) working days from the documented date of receipt of notice of recall, or if the notice is returned as undeliverable, the employee shall lose his/her recall rights.

**Section 3 - Protection/Rights during Layoff**

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



## ARTICLE XVII

### RELATIONSHIPS

#### **Section 1 - Change in Conditions**

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

- (A) The **COUNTY** will provide the **UNION** with all public records about its plan that are relevant to the proposed plan.
- (B) The **COUNTY** will notify the **UNION** that it will implement the plan after forty-five (45) days unless the **UNION** persuades the **COUNTY** not to do so.
- (C) The **COUNTY** will, upon demand by the **UNION**, meet in good faith as often as the **UNION** believes is necessary to discuss the **COUNTY**'s plan up until the end of the forty-five (45) day period, subject to the normal business needs of the **COUNTY**.
- (D) The **UNION** may, after ten (10) days, demand that the issue be submitted to mediation as provided in ORS 243.717(2).

After the expiration of the forty-five (45) day period mentioned above, the **COUNTY** may, at its sole discretion, implement all or part of any plan that was presented to the **UNION** provided such plan does not reduce any economic benefit enjoyed by employees in the bargaining unit.

#### **Section 2 - Savings Clause**

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

#### **Section 3 - Waiver**

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

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

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

#### **Section 5 - Joint Labor-Management Committee**

The **UNION** will have participation in joint labor-management committees established to deal with

**COUNTY**-wide issues which have an impact on the bargaining unit.

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

## ARTICLE XVIII

### TERMINATION

#### **Section 1 - Duration**

Unless specifically noted within this contract, this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, 2009, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 2009, or if no such notice is given at such time, before June 30 of any subsequent anniversary

#### **Section 2 - Notice**

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

#### **Section 3 - Effective Date**

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

#### **Section 4 - Force of Agreement**

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

IN WITNESS WHEREOF the parties hereto have set their hand this \_\_\_\_ day of May, 2006.

#### **FOR THE COUNTY**

\_\_\_\_\_  
Bill Van Vactor  
County Administrator

\_\_\_\_\_  
Oliver Snowden  
Public Works Director

\_\_\_\_\_  
Frank Forbes  
Labor Relations Manager

#### **FOR THE UNION**

\_\_\_\_\_  
Ed Daniels  
President

\_\_\_\_\_  
Mike Russell  
Vice President/Treasurer

\_\_\_\_\_  
Bruce Bothel  
Bargaining Team Member

**SCHEDULE A  
COMPENSATION PLAN**

**SCHEDULE B  
CLASSIFICATION SERIES**

J014	Sr. Engineering Associate	(Grade 36 base)	J044	Sr. Surveyor *	Grade 38		
J013	Engineering Associate	(Grade 31 base)	J049	Associate Surveyor*	Grade 33	J043	Envir Eng Spec
J048	Engineer in Training	Grade 30					Grade 31
J023	Engineering Tech 2	Grade 25					
J022	Engineering Tech 1	Grade 20					
J021	Engineering Assistant	Grade 15					
J020	Engineering Aide	Grade 4					
I019	Shop Supervisor	Grade 32					
I013	Lead Mechanic	Grade 29					
C048	Sr. PW Analyst	Grade 29					
C047	Public Works Analyst	Grade 26					
C046	Public Works Adm Ast.	Grade 24					
J047	Sr. Real Property Officer	Grade 36					
J040	Real Property Officer 2	Grade 31					
J039	Real Property Officer 1	Grade 25					
I027	Parks Superintendent	Grade 33					
J022	Park Planner *	Grade 32	I030	Park Supervisor*	Grade 32		
I029	Lead Worker Parks*	Grade 30					
J046	Waste Management Tech Spec	Grade 34					
J009	Waste Reduction Specialist	Grade 29					
J053	Nuisance Abatement Specialist	Grade 28					
I021	Solid Waste Supervisor	Grade 32					
I015	Leadworker	Grade 29					
I017	Lead Electrician	Grade 30					

Continued...

I016	Road Maintenance Supervisor	Grade 32	I020	Sign Shop Superv *	Grade 32	I018	Bridge Superv	Grade 32
I015	Leadworker	Grade 29						
J050	Sr. Surveyor	Grade 38						
J049	Associate Surveyor	Grade 33						
J016	Vegetation Management Coord	Grade 36		Unique skillset				
C025	Safety Coordinator	Grade 30		Unique skillset				

**\* = Must be able to meet minimums**