

NOTE: Contract amended December 12, 2009
See back for signed Memorandum of Understanding
and updated Schedule A and Schedule B

AGREEMENT

between

LANE COUNTY, OREGON

and

ADMINISTRATIVE-PROFESSIONAL ASSOCIATION OF LANE COUNTY PUBLIC WORKS, INC.

AGREEMENT

2009 – 2012

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

TABLE OF CONTENTS

DEFINITIONS.....	5
PREAMBLE	7
Section 1 - Purpose	7
Section 2 - Applicability	7
Section 3 - Entire Agreement	7
Section 4 - Gender	7
ARTICLE I.....	8
RECOGNITION	8
Section 1 - Recognition	8
Section 2 - Recognition Questions	8
ARTICLE II.....	9
MANAGEMENT RIGHTS.....	9
Section 1 - Retention of Rights	9
Section 2 - Uniform Application.....	9
Section 3 - Contracting out	9
ARTICLE III.....	10
DUES DEDUCTION/FAIR SHARE	10
Section 1 - Fair Share	10
Section 2 - Deduction of Dues and Fees	10
Section 3 - Dues Transmittal/Hold Harmless	10
ARTICLE IV	11
UNION RIGHTS	11
Section 1 - Union Activity	11
Section 2 - County Union Meetings	11
Section 3 - Union Business.....	12
Section 4 - Information.....	12
Section 5 - Protection of Rights	12
Section 6 - Officers and Stewards	12
ARTICLE V	13
DISCIPLINE AND DISCHARGE.....	13
Section 1 - Causes for Discipline	13
Section 2 – Investigatory Interviews and Weingarten Rights.....	13
Section 3 - Pre-disciplinary Hearing.....	14
Section 4 - Effective Date of Discipline	14
Section 5 - Physical or Mental Disability	14
Section 6 - Extension of Time	14
ARTICLE VI	15
GRIEVANCE PROCEDURE.....	15
Section 1 - Purpose	15
Section 2 - Grievance Steps	15
Section 3 - Arbitration	16
Section 4 - General Provisions	16
Section 5 - Time Limits	17
ARTICLE VII	18
GENERAL PROVISIONS	18
Section 1 - Employee Information.....	18
Section 2 - Personnel File.....	18
Section 3 - Expense Reimbursement	18
Section 4 - Work Rules	19
Section 5 - Personal Gear.....	19
Section 6 - COUNTY Provided Gear	20
Section 7 - Uniforms	20
Section 8 - Hand Tools	20
Section 9 - Licenses.....	21
Section 10 - Parking.....	21

Section 11 – Qualified Transportation Fringe Plan	21
ARTICLE VIII	22
SELECTION/PROMOTION.....	22
Section 1 - Job Posting	22
Section 2 - Promotional Preference	22
Section 3 - Referral	22
Section 4 - Transfers.....	22
Section 5 - Reclassifications	23
Section 6 - Probationary Period	23
ARTICLE IX	25
HOURS OF WORK AND OVERTIME	25
Section 1 - Workday/Workweek.....	25
Section 2 - Normal Work Schedule.....	25
Section 3 - Employee Work Schedule	25
Section 4 - Alternate Work Schedules	25
Section 5 - Overtime	26
Section 6 - Meal/Rest Periods	27
Section 7 - Cleanup Time	27
Section 8 - Reporting Place	28
Section 9 - Call Back/Reporting Time	28
Section 10 - Shifts.....	28
Section 11 - On-Call Time.....	28
ARTICLE X	30
WAGES.....	30
Section 1 - Salary Range Adjustments	30
Section 2 – Steps in Compensation Plan.....	30
Section 3 - New or Revised Classifications	30
Section 4 - Salary Protection	30
Section 5 - Out of Class.....	31
Section 6 - Registration Differential	31
Section 7 – Direct Deposit	31
Section 8 - Shift differential.....	31
Section 9 - Deferred Compensation Contribution	32
Section 10 - Minor Payroll Adjustments	32
ARTICLE XI	33
LEAVE TIME AND HOLIDAYS	33
Section 1 - Holidays	33
Section 2 - Time Management.....	34
Section 3 - Occupational Illness or Injury.....	37
Section 4 - Disability Leave.....	37
Section 5 - Bereavement	38
Section 6 - Substantiation	38
Section 7- Jury Duty.....	38
Section 8 - Leave of Absence	38
Section 9 - Unexcused Absence.....	38
Section 10 - Subrogation	39
ARTICLE XII	40
INSURANCE AND RELATED	40
Section 1 - Types of Insurance	40
Section 2 – Health Insurance Plan.....	40
Section 3 - Insurance Enrollment.....	41
Section 4 - Physical Exams	41
Section 5 – Fitness Membership.....	41
Section 6 - Retiree Benefits	42
Section 7 - Personal Property	42
ARTICLE XIII	43
SAFETY	43

Section 1 - Safety Policy	43
Section 2 - Safety Committee	43
Section 3 - Committee Functions	43
Section 4 - Meeting Schedule	43
Section 5 - Employee Responsibility.....	43
Section 6 - Personal Protective Equipment	43
ARTICLE XIV	45
TRAINING	45
Section 1 - Encouragement of Training	45
Section 2 - Employee Requests.....	45
Section 3 - Required Training	45
Section 4 - Training Proposals.....	45
ARTICLE XV	46
SENIORITY	46
Section 1 - Definition.....	46
Section 2 - Continuous Service.....	46
Section 3 - Seniority List	46
ARTICLE XVI	47
LAYOFF AND RECALL.....	47
Section 1 - Layoff	47
Section 2 - Recall.....	48
Section 3 - Protection/Rights during Layoff.....	49
ARTICLE XVII	50
RELATIONSHIPS	50
Section 1 - Change in Conditions	50
Section 2 - Savings Clause.....	50
Section 3 - Waiver.....	50
Section 4 - Individual Agreements	50
Section 5 - Joint Labor-Management Committee	50
ARTICLE XVIII	52
TERMINATION	52
Section 1 - Duration	52
Section 2 - Notice.....	52
Section 3 - Effective Date	52
Section 4 - Force of Agreement	52
SCHEDULE A.....	53
COMPENSATION PLAN	53
SCHEDULE B.....	54
CLASSIFICATION SERIES.....	54

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Employee: The term "professional employee" shall mean those employees who are not covered by the Fair Labor Standards Act. These employees are recognized by the **COUNTY** as employees with extensive responsibility and authority in the day to day operations of the **COUNTY**, the well being and effectiveness of other **COUNTY** employees, and are further recognized for their high degree of judgment and responsibility that has been delegated to them.

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

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

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

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

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

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

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

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

PREAMBLE

Section 1 - Purpose

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

Section 2 - Applicability

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

Section 3 - Entire Agreement

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

Section 4 - Gender

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

ARTICLE I

RECOGNITION

Section 1 - Recognition

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

Section 2 - Recognition Questions

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

ARTICLE II

MANAGEMENT RIGHTS

Section 1 - Retention of Rights

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

Section 2 - Uniform Application

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

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

Section 3 - Contracting out

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

ARTICLE III

DUES DEDUCTION/FAIR SHARE

Section 1 - Fair Share

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

Section 2 - Deduction of Dues and Fees

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

Section 3 - Dues Transmittal/Hold Harmless

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

ARTICLE IV
UNION RIGHTS

Section 1 - Union Activity

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The **UNION** shall conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **UNION** shall limit the use of such bulletin boards to the posting of notices of general interest and **UNION** meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.
- (C) The **COUNTY** agrees that the **UNION** Business Agent, or designated representative shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. The **UNION** Business Agent, or designated representative, shall first report their presence and intentions to the Director of Public Works, or designated representative, and shall conduct their activities in a manner that avoids loss of time or disruption of operation.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to three (3) at any one time, and provided further than no more than two (2) such employees shall be from the same Section within a Division of the Department of Public Works with four (4) or more positions in the bargaining unit, or more than one (1) from any Division of the Department of Public Works with three (3) or fewer positions in the bargaining unit.
- (E) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (F) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.
- (G) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow one (1) **UNION** Executive Board member to attend Executive Board Meetings. It shall be understood that this shall be limited to no more than six (6) meetings per year with a maximum duration of ninety (90) minutes per meeting.

Section 2 - County Union Meetings

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

Section 3 - Union Business

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

Section 4 - Information

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

Section 5 - Protection of Rights

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

Section 6 - Officers and Stewards

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

ARTICLE V

DISCIPLINE AND DISCHARGE

Section 1 - Causes for Discipline

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

Section 2 – Investigatory Interviews and Weingarten Rights

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

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

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

Section 3 - Pre-disciplinary Hearing

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

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

Section 4 - Effective Date of Discipline

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

Section 5 - Physical or Mental Disability

- (A) For non-disciplinary reasons, an employee's employment may be terminated or an employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his/her job on a regular full time basis.
- (B) Prior to any action taken pursuant to this provision, such action is subject to a pre-determination hearing.

Section 6 - Extension of Time

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

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

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1 - Purpose

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

Section 2 - Grievance Steps

(A) **STEP 1**

- (1) In accordance with Section 1(D) of this Article, the aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance, in writing, to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:
 - (a) A statement of the grievance and relevant facts;
 - (b) Applicable provisions of the contract; and
 - (c) Remedy sought.
- (2) The supervisor shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days.

(B) **STEP 2**

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

(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 Director of the Department of Public Works, no later than thirty (30) calendar days from the date of the Step 2 response or date

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

- (2) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (3) The parties shall meet within thirty (30) calendar days from the date of referral to Step 3.
- (4) Any grievance that involves discharge, or is of a class action nature, may be introduced at this step, subject to the approval of both parties.

(D) **STEP 4**

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

Section 3 - Arbitration

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

Section 4 - General Provisions

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.

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

Section 5 - Time Limits

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

ARTICLE VII

GENERAL PROVISIONS

Section 1 - Employee Information

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

Section 2 - Personnel File

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

Section 3 - Expense Reimbursement

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

- (D) At the discretion of the employee, an optional non-receipted expense reimbursement of fifty-five dollars (\$55) per diem per twenty-four (24) hour period for meals and lodging shall be granted by the **COUNTY** in lieu of (A) and (B) of this Section.
- (E) This provision is strictly for reimbursement for meals actually purchased. Employees required to attend conferences, seminars or training sessions, outside the **COUNTY**, shall be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:
- (1) Breakfast - when the employee must leave their residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of their normal departure time.
 - (2) Lunch - when the conference, seminar or training session spans the employees normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.
 - (3) Dinner - when the employee's return from the conference, seminar or training session location to his/her regular duty station or residence, whichever is sooner, will be more than two (2) hours after said employee's normal quitting time to reach their residence.

Receipts may be required for meals when the cost of same exceeds the per diem rate provided in the **COUNTY**'s APM or when there is reason to suspect that the request for reimbursement is flawed or represents false or inaccurate claims.

- (F) Employees shall exercise good judgment and particular regard for economy while traveling or incurring reimbursable expenses in connection with **COUNTY** business. Any expense for which an employee requests reimbursement should directly and clearly relate to the conduct of **COUNTY** business.

Section 4 - Work Rules

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

Section 5 - Personal Gear

- (A) For bargaining unit employees directing field activities, including equipment maintenance, as a major portion of their responsibilities, the **COUNTY** shall provide non-probationary and promotional probationary employees two hundred and twenty dollars (\$220) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees shall receive one hundred and ten dollars (\$110) on March 1 and one hundred and ten dollars (\$110) on September 1.
- (1) Effective July 1, 2010, the annual amount shall be two hundred and thirty dollars (\$230).
 - (2) Effective July 1, 2011, the annual amount shall be two hundred and forty dollars (\$240).
- (B) Non-probationary and promotional probationary employees who generally work indoors, but who are assigned to work outdoors on a seasonal or part-year basis shall receive an annual allowance equal to fifty percent (50%) of the amount provided in subsection (A) above for work-related personal gear, such as gloves, boots and rain gear, subject to the following:
- (1) To be eligible for the payment, an employee must work outdoors full time for at least sixty (60) work days on a seasonal or part-year basis during the calendar year prior to the payment date. Work days do not need to be consecutive for purposes of this provision.

- (2) Eligible employees shall receive the payment referenced herein on or about March 1 of the year following the completion of the qualifying outdoor work.
- (C) The **COUNTY** shall provide non-probationary and promotional probationary employees who regularly work on the oiling, crack sealing and paving crews an additional fifty dollars (\$50) annually for the excessive wear on their boots. Eligible employees shall receive this fifty dollars (\$50) on September 1.
- (D) Employees who complete the probationary period between payment dates shall receive a pro-rated amount based upon the number of full months between the time they complete the probationary period and the next payment date.
- (E) The **COUNTY** may require that employees wear such work-related personal gear.
- (F) Questions concerning the adequacy of work-related personal gear shall be referred to the Safety Committee. The decision of the Safety Committee shall be binding on the **COUNTY** and the employee.

Section 6 - COUNTY Provided Gear

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

Section 7 - Uniforms

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

- (A) **COUNTY** shall annually, on or about January 15th, provide uniforms consisting of:
- Pants or Shorts (Up to a total of 3 pair)
 - "T" Shirts and "Enforcement" Shirts – (Up to a total of 4)
 - Heavy jacket (1)
 - Lightweight Coveralls (1)

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

OR

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

Section 8 - Hand Tools

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

Section 9 - Licenses

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

Section 10 - Parking

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

Section 11 – Qualified Transportation Fringe Plan

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

ARTICLE VIII

SELECTION/PROMOTION

Section 1 - Job Posting

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

Section 2 - Promotional Preference

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

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

Section 3 - Referral

- (A) Promotional candidates who scored a minimum of 70 percent on the examination and/or supplemental questionnaire shall be given promotional preference in the order of their total score as determined by Section 2 (B), above.
- (B) Other promotional candidates who meet the minimum qualifications for the classification shall be placed in the list of potential candidates in the order of their score on the examination and/or supplemental questionnaire only.
- (C) 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. If fewer than three (3) bargaining unit candidates qualify for promotional preference, the top five (5) candidates from all sources, but specifically including all promotional preference candidates per paragraph (A) above, shall be referred to the appointing authority for an employment interview.
- (D) The appointing authority may select any one of the candidates

Section 4 - Transfers

- (A) The Department Director, or his/her designee, may reassign an employee from one work site to another within the same classification.
- (B) Whenever possible, the Department Director, or his/her designee, must give an employee fourteen (14) calendar days notice of a reassignment if the reassignment is being made without the employee's consent.
- (C) The Department Director, or his/her designee, may, with the consent of the employee, transfer an employee from one authorized position to another within the same occupational field provided the

salary ranges are within five percent (5%) and that the minimum requirements for the new classification are not substantially different than those for the classification currently occupied.

- (D) If an employee is interested in initiating a reassignment or transfer, he/she must follow the applicable departmental procedure. If there is no established procedure, a written request may be submitted to the Department Director.
- (E) The Department is not required to fill a position with a reassignment or transfer candidate. The Department may elect to fill the position through the normal recruitment and selection procedures.

Section 5 - Reclassifications

For the term of this Agreement, the following shall govern the affect of the **COUNTY** exercising its right to reclassify filled positions in the bargaining unit:

- (A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the new classification.
- (B) If, over time, the complexity or level of responsibility of a position increases:
 - (1) The Department may submit a request for reclassification to Personnel.
 - (2) The employee may request a reclassification from the Department.
 - (3) Affected employee(s) shall be notified of all requests for reclassification.
- (C) If an upward reclassification is predicated on a reorganization, all interested employees within the Department presently classified in the next lower classification level and who meet minimum qualifications shall be interviewed for the position. Selection will be based on experience, qualifications and seniority from amongst those employees interviewed. The **UNION** and all eligible employees will be notified of the opportunity.
- (D) If a position is reclassified downward, the layoff procedures of this Agreement, Article XVI shall take affect, unless the incumbent employee elects voluntary demotion. If an employee is demoted under these circumstances, his/her salary shall not be reduced.
- (E) The **UNION** shall be notified of all reclassifications within fourteen (14) days of final.
- (F) If a reclassification is based on (B1 or B2), then there is not a probationary period.

Section 6 - Probationary Period

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

period of one (1) continuous year worked in that classification.

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

ARTICLE 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 two hundred dollars (\$200) per month and the Lead Mechanic one hundred and fifty dollars (\$150) per month as compensation for on-call status.
- (C) The **COUNTY** may assign **COUNTY** vehicles to employees who can then be required to accept work-related telephone calls after normal hours and to respond to work related call out. In such cases, **COUNTY** vehicles 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 classified as Solid Waste Supervisor, Park Supervisor, Bridge Supervisor, Sign Shop Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinator, Waste Management Engineer, Waste Management Technical Specialist, Nuisance Abatement Specialist, Leadworker, or Leadworker Parks may be required to be on-call after normal working hours and to respond to work related call-out. The **COUNTY** Shall pay the Solid Waste Supervisor, Park Supervisor, Bridge Supervisor, Sign Shop Supervisor, Vegetation Management Coordinator, Waste Management Engineer, Waste Management Technical Specialist, or Road Maintenance Supervisor two hundred dollars (\$200) per month, and the Nuisance Abatement Specialist, Leadworker, or Leadworker Parks one hundred and fifty dollars (\$150) per month as compensation for on-call status provided the employee is required to be on-call during the month

and is not authorized use of a COUNTY vehicle for commuting to and from their job in exchange for responding to work-related call out.

If the Solid Waste Supervisor, Park Supervisor, Bridge Supervisor, Sign Shop Supervisor, Vegetation Management Coordinator, Waste Management Engineer, Waste Management Technical Specialist, Road Maintenance Supervisor, Nuisance Abatement Specialist, Leadworker, or Leadworker Parks is authorized use of a COUNTY vehicle for commuting to and from their job during any given month other than occasional isolated use, he/she will not be eligible for the \$200 or \$150 call-out premium for that month.

- (E) Employees who are authorized use of a **COUNTY** vehicle for commuting to and from their job in exchange for responding to work-related call out on or after the effective date of this Agreement 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.
- (F) 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

- (A) The salary range for each presently established job classification shall be as set forth in Schedule A.
- (B) The **COUNTY** and **UNION** agreed to contract with Fox Lawson to complete a Classification and Compensation study for the positions included in this agreement. The **COUNTY** and **UNION** will bargain applicable adjustments with the following implementation guidelines:
 - (1) The adjustments will be phased in during the duration of this agreement.
 - (2) The minimum salary increase will be at least 2.5% to be implemented the first full pay period following July 1, 2009.
 - (3) The minimum salary increase will be at least 2.5% to be implemented the first full pay period following July 1, 2010.
 - (4) The minimum salary increase will be at least 2.5% to be implemented the first full pay period following July 1, 2011.

Section 2 – Steps in Compensation Plan

- (A) The compensation plan shall be based on a 9–Step salary schedule in the manner shown on Schedule A.
- (B) The anniversary date for any employee to move between steps of the compensation plan 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. Employees may view their 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 provided under the status quo.
- (D) Direct deposit may be made to an unlimited number of financial institutions at any one time.
- (E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 8 - 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 - 24 mos. (0 to 2 yrs.)	23.0 days/yr.	7.077 hrs./pay period
25 - 48 mos. (2 to 4 yrs.)	26.0 days/yr.	8.000 hrs./pay period
49 - 108 mos. (4 to 9 yrs.)	29.0 days/yr.	8.923 hrs./pay period
109 - 168 mos. (9 to 14 yrs.)	32.0 days/yr.	9.846 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	35.0 days/yr.	10.769 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	38.0 days/yr.	11.692 hrs./pay period
289 mos + (24 + yrs.)	41.0 days/yr.	12.615 hrs./pay period

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

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

(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, Registered Domestic Partner, domestic partner (affadavit on file), sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father- or mother-in-law, son-in-law or daughter-in-law, or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of 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.
- (F) Supplemental Insurance. The **COUNTY** agrees to provide payroll deduction services for employees who elect to enroll and self-pay in one supplemental insurance policy subject to the **UNION's** choice.

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. Should Gold's Gym, the current service provider, go out of business, **COUNTY** and **UNION** agree to reopen bargaining for this benefit.

For employees who report to work more than 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.

- (B) 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, 2012, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 2012, 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

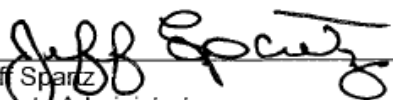
This Agreement and all provisions contained herein shall become effective upon ratification by the parties. No employee(s) shall receive any salary adjustments, back pay award or any other economic or non-economic benefit pursuant to any provision of this Agreement retroactively.

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 13th day of May, 2009.

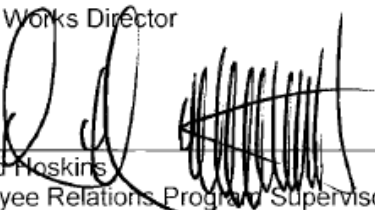
FOR THE COUNTY



Jeff Spartz
County Administrator




Marsha Miller
Public Works Director



Roland Hoskins
Employee Relations Program Supervisor

FOR THE UNION



Ed Daniels
President



Mike Russell
Vice President/Treasurer



Bruce Bothel
Bargaining Team Member

SCHEDULE A
COMPENSATION PLAN

Report ID: LPRS011A

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

Page No. 1
Run Date 07/16/2009
Run Time 12:12:06

BGU	SAL PLAN	GRADE	*=Jobcode JOB CODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
13	ADM	032	*I018	Bridge Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	030	I017	Electrician, Lead	19.34	20.05	20.80	21.57	22.37	23.19	24.05	24.94	25.85	26.81
13	ADM	030	*J048	Engineer-In-Training	19.34	20.05	20.80	21.57	22.37	23.19	24.05	24.94	25.85	26.81
13	ADM	004	J020	Engineering Aide	10.17	10.55	10.94	11.35	11.77	12.20	12.65	13.12	13.60	14.10
13	ADM	015	J021	Engineering Assistant	13.36	13.84	14.35	14.88	15.45	16.02	16.62	17.23	17.87	18.52
13	ADM	031	*J013	Engineering Associate	19.82	20.55	21.32	22.10	22.92	23.76	24.64	25.55	26.50	27.48
13	ADM	036	*J014	Engineering Associate, Sr	22.43	23.25	24.11	25.00	25.92	26.88	27.87	28.91	29.97	31.08
13	ADM	020	J022	Engineering Technician 1	15.11	15.66	16.24	16.83	17.46	18.11	18.78	19.46	20.19	20.93
13	ADM	025	J023	Engineering Technician 2	17.10	17.72	18.38	19.05	19.76	20.49	21.26	22.04	22.86	23.70
13	ADM	031	*J043	Environmental Engineering Spec	19.82	20.55	21.32	22.10	22.92	23.76	24.64	25.55	26.50	27.48
13	ADM	029	I015	Lead Worker	18.87	19.57	20.30	21.04	21.82	22.62	23.46	24.33	25.23	26.16
13	ADM	030	I029	Lead Worker-Parks	19.34	20.05	20.80	21.57	22.37	23.19	24.05	24.94	25.85	26.81
13	ADM	029	I013	Mechanic, Lead	18.87	19.57	20.30	21.04	21.82	22.62	23.46	24.33	25.23	26.16
13	ADM	028	J053	Nuisance Abatement Specialist	18.41	19.10	19.80	20.53	21.30	22.08	22.90	23.74	24.62	25.53
13	ADM	032	*I022	Park Planner	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	032	*I030	Parks Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	024	C046	Public Works Admin Assistant	16.68	17.29	17.93	18.59	19.28	19.99	20.74	21.49	22.29	23.11
13	ADM	026	*C047	Public Works Analyst	17.53	18.17	18.84	19.54	20.26	21.01	21.79	22.59	23.43	24.29
13	ADM	029	*C048	Public Works Analyst, Sr	18.87	19.57	20.30	21.04	21.82	22.62	23.46	24.33	25.23	26.16
13	ADM	025	J039	Real Property Officer 1	17.10	17.72	18.38	19.05	19.76	20.49	21.26	22.04	22.86	23.70
13	ADM	031	*J040	Real Property Officer 2	19.82	20.55	21.32	22.10	22.92	23.76	24.64	25.55	26.50	27.48
13	ADM	036	*J047	Real Property Officer, Sr	22.43	23.25	24.11	25.00	25.92	26.88	27.87	28.91	29.97	31.08
13	ADM	032	*I016	Road Maintenance Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	030	*C025	Safety Coordinator	19.34	20.05	20.80	21.57	22.37	23.19	24.05	24.94	25.85	26.81
13	ADM	032	*I019	Shop Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	032	*I020	Sign Shop Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	032	*I021	Solid Waste Supervisor	20.32	21.06	21.85	22.65	23.49	24.36	25.26	26.19	27.16	28.17
13	ADM	033	*J049	Surveyor, Associate	20.83	21.60	22.40	23.22	24.08	24.97	25.89	26.84	27.84	28.87
13	ADM	038	*J050	Surveyor, Sr	23.56	24.44	25.33	26.27	27.24	28.25	29.29	30.38	31.51	32.69
13	ADM	036	*J010	Vegetation Management Coord	22.43	23.25	24.11	25.00	25.92	26.88	27.87	28.91	29.97	31.08
13	ADM	034	*J046	Waste Mgmt Technical Spec	21.35	22.14	22.96	23.81	24.68	25.59	26.55	27.53	28.55	29.60
13	ADM	029	*J009	Waste Reduction Specialist	18.87	19.57	20.30	21.04	21.82	22.62	23.46	24.33	25.23	26.16

End of Report

**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	Grade 31
J048	Engineer in Training	Grade 30						
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						
I022	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						
I016	Road Maintenance Supervisor	Grade 32	I020	Sign Shop Supervisor *	Grade 32	I018	Bridge Supervisor	Grade 32
I015	Leadworker	Grade 29						
J050	Sr. Surveyor	Grade 38						
J049	Associate Surveyor	Grade 33						

J010	Vegetation Management Coord	Grade 36	Unique skillset	
C025	Safety Coordinator	Grade 30	Unique skillset	

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

MEMORANDUM OF UNDERSTANDING

Agreement No. AP 10-001

This agreement is by and between Lane County, hereinafter referred to as **COUNTY**, and the Administrative-Professional Association of Lane County Public Works, Inc., hereinafter referred to as **UNION**, to modify the 2009 – 2012 collective bargaining agreement to implement changes to job classifications and compensation based on a classification and compensation study which was agreed to in Article X, Section 1(B). The revised articles presented in this MOU, which have been bargained and agreed upon, shall modify the existing collective bargaining agreement (CBA). Unless otherwise bargained, the revised articles shall be integrated into the CBA when the successor contract is negotiated in 2012.

This agreement establishes no precedent and shall not create any expectation on the part of the **UNION**, **COUNTY**, or any individual employee that **COUNTY** will consider or approve any future requests related to modifications of the CBA.

1. Article IX of the CBA shall be modified as follows:

ARTICLE IX HOURS OF WORK AND OVERTIME

*This MOU is
effective Dec 12, 2009.*

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 Maintenance Specialist, Lead, working as 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 with working titles of 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 two hundred dollars (\$200) per month and the Lead Mechanic one hundred and fifty dollars (\$150) per month as compensation for on-call status.

(C) The **COUNTY** may assign **COUNTY** vehicles to employees who can then be required to accept work-related telephone calls after normal hours and to respond to work related call out. In such cases, **COUNTY** vehicles 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 with working titles of Solid Waste Supervisor, Parks Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinator, Waste Management Engineer, Waste Management Technical Specialist, Nuisance Abatement Specialist, Lead Worker, or Lead Worker Parks may be required to be on-call after normal working hours and to respond to work related call-out. The **COUNTY** Shall pay the Solid Waste Supervisor, Parks Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinator, Waste Management Engineer, or Waste Management Technical Specialist two hundred dollars (\$200) per month, and the Nuisance Abatement Specialist, Lead Worker, or Lead Worker Parks one hundred and fifty dollars (\$150) per month as compensation for on-call status provided the

employee is required to be on-call during the month and is not authorized use of a COUNTY vehicle for commuting to and from their job in exchange for responding to work-related call out. If the Solid Waste Supervisor, Parks Supervisor, Bridge Supervisor, Sign Shop Supervisor, Senior Road Maintenance Supervisor, Road Maintenance Supervisor, Vegetation Management Coordinator, Waste Management Engineer, Waste Management Technical Specialist, Nuisance Abatement Specialist, Lead Worker, or Lead Worker Parks is authorized use of a COUNTY vehicle for commuting to and from their job during any given month other than occasional isolated use, he/she will not be eligible for the \$200 or \$150 call-out premium for that month.

(E) Employees who are authorized use of a COUNTY vehicle for commuting to and from their job in exchange for responding to work-related call out on or after the effective date of this Agreement 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.

(F) This Section does not apply in cases of emergencies as officially declared by the Board of County Commissioners.

2. Article X of the CBA shall be modified as follows:

ARTICLE X WAGES

Section 6 - Registration Differential

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

- Field Survey Supervisor
- Deputy Surveyor
- Senior Surveyor
- Associate Surveyor

(C) Any Engineering Analyst who is Registered as a Professional Land Surveyor within the State of Oregon or who possesses an Engineer-In-Training (EIT) certification; any Public Works Analyst working as a Park Planner who is Registered as a Landscape Architect; or, working as a 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.

(D) Employees holding said Professional Registrations shall not be required to place their seal on any work which they have not had control or responsibility.

(E) 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.

(F) A Maintenance Specialist, Lead or Maintenance Supervisor working as a lead or supervising traffic system electrician required by the COUNTY to hold a "Supervising Electrician" State License shall receive a five percent (5%) salary incentive and wage differential for holding and use of such valid license as determined by the COUNTY.

3. Article XV of the CBA shall be modified as follows:

**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.

For employees who entered the bargaining unit on August 26 or August 24, 1998 as Engineering Tech 2, Engineering Tech 1, Engineering Assistant, or Engineering Aide as regular full-time employees, seniority for the purposes of determining layoff and recall procedures within the Technical Specialist classification series shall use County-wide seniority.

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.

4. Article XVI of the CBA shall be modified as follows:

**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 occur:

(1) An employee within the affected classification and working title may displace another employee in the same classification and working title or lower classification and working title 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 and working title 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 involve the need for consideration of bumping between positions requiring professional credentials such as a PLS the following shall apply:

(1) Bumping from classifications and working titles that require a professional certification to classifications and working titles not requiring a professional certification shall occur pursuant to the general provisions of this Article and **COUNTY**'s established bumping practices and provisions.

(2) Bumping from classifications and working titles not requiring a professional certification to classifications and working titles that require a professional certification shall occur pursuant to the general provisions of this Article except that a more senior employee shall be required to have his or her professional license, certification, or other credential at the time of layoff to be eligible for bumping consideration.

(D) Should a layoff involve the need for consideration of bumping from a higher DBM within the Engineering Analyst series to an Engineer-in-Training (EIT) position, 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.

(E) If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. This decision must be received by Human Resources within five work days of layoff notice.

(F) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

5. Schedule B, Admin-Pro Classification Series, of the CBA shall be modified as noted in attachment 1 to this MOU.

6. This MOU will be scanned and posted on-line (intranet and internet) with the CBA so that bargaining unit members may have access to the current contract and critical modifications as documented in this MOU.

For the **UNION**


Ed Daniels, Admin-Pro President

Date: 2/5/10

For the **COUNTY**


Roland Hoskins, Labor Relations Manager

Date: 2/04/10

Attachment 1: Schedule B

Schedule B
Admin-Pro Classification Series

Job Code	Working Title	Classification	DBM/Grade	Special Skills
N4302	Field Survey Supervisor	Engineering Analyst	C51	PLS
N4302	Field Engineering Supervisor	Engineering Analyst	C51	
N4302	Survey Office Supervisor	Engineering Analyst	C51	
N4302	Waste Management Engineer	Engineering Analyst	C51	PE
N4303	Supervising Engineering Associate	Engineering Analyst	C44	
N4304	Sr Engineering Associate	Engineering Analyst	C43	
N4305	Associate Surveyor	Engineering Analyst	C42	PLS
N4305	Engineering Associate	Engineering Analyst	C42	
N4305	Environmental Engineering Specialist	Engineering Analyst	C42	
N4306	Engineer-in-Training	Engineering Analyst	C41	EIT
N4310	Engineering Technician 3	Technical Specialist	B23	
N4311	Engineering Technician 2	Technical Specialist	B22	
N4312	Engineering Technician 1	Technical Specialist	B21	
N4313	Engineering Assistant	Technical Specialist	B20	
N4321	Shop Supervisor	Maintenance Supervisor	B31	CDL
N4332	Lead Mechanic	Maintenance Specialist, Lead	B23	CDL
N4110	Supervising Public Works Analyst	Public Works Analyst	C43	Advanced Budget & Accounting
N4111	Sr Public Works Analyst	Public Works Analyst	C42	Advanced Budget & Accounting
N4111	Sr Parks Analyst	Public Works Analyst	C42	
N4112	Public Works Analyst	Public Works Analyst	C41	
N4110	Sr Real Property Officer	Public Works Analyst	C43	State of Oregon Certified Appraiser
N4111	Real Property Officer 2	Public Works Analyst	C42	
N4112	Real Property Officer 1	Public Works Analyst	C41	

Job Code	Working Title	Classification	DBM/Grade	Special Skills
N4305	Waste Management Technical Specialist	Engineering Analyst	C42	
N4305	Waste Reduction Specialist	Engineering Analyst	C42	
N4311	Nuisance Abatement Specialist	Technical Specialist	B22	ability for citation authority
N4303	Vegetation Mgt Coordinator	Engineering Analyst	C44	
N4320	Sign Shop Supervisor	Maintenance Supervisor	B32	CDL
N4320	Sr Road Maintenance Supervisor	Maintenance Supervisor	B32	CDL
N4321	Bridge Supervisor	Maintenance Supervisor	B31	CDL
N4321	Road Maintenance Supervisor	Maintenance Supervisor	B31	CDL
N4332	Lead Worker	Maintenance Specialist, Lead	B23	CDL
N4321	Solid Waste Supervisor	Maintenance Supervisor	B31	CDL
N4332	Lead Worker	Maintenance Specialist, Lead	B23	CDL
N4331	Lead Electrician	Maintenance Specialist, Lead	B24	State of Oregon Electrician's license
N4111	Safety Coordinator	Public Works Analyst	C42	
N4321	Parks Supervisor	Maintenance Supervisor	B31	CDL
N4332	Lead Worker, Parks	Maintenance Specialist, Lead	B23	CDL, ability for citation authority

Attachment 2: Compensation Schedule as of February 2, 2010

Report ID: LPRS011A

Lane County
HUMAN RESOURCES DEPARTMENT
COMPENSATION PLAN EFFECTIVE 02/02/2010
SALARY ADMIN PLAN: ADP
SORTED BY JOB CODE DESCRIPTION

Page No. 1
Run Date 02/02/2010
Run Time 10:56:30

BGU	SAL PLAN	GRADE	*=Jobcode JOB CODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
13	ADP	C52	*N4300	Engineering Analyst	29.57	31.42	33.27	35.11	36.96	38.81	40.66	42.51	44.35	
13	ADP	C45	*N4301	Engineering Analyst	29.57	31.42	33.27	35.11	36.96	38.81	40.66	42.51	44.35	
13	ADP	C51	*N4302	Engineering Analyst	26.62	28.29	29.95	31.62	33.28	34.94	36.61	38.27	39.94	
13	ADP	C44	*N4303	Engineering Analyst	26.62	28.29	29.95	31.62	33.28	34.94	36.61	38.27	39.94	
13	ADP	C43	*N4304	Engineering Analyst	23.68	25.16	26.64	28.12	29.60	31.08	32.56	34.04	35.52	
13	ADP	C42	*N4305	Engineering Analyst	20.73	22.03	23.32	24.62	25.91	27.21	28.51	29.80	31.10	
13	ADP	C41	*N4306	Engineering Analyst	17.79	18.90	20.01	21.12	22.23	23.34	24.45	25.57	26.68	
13	ADP	B25	N4330	Maintenance Specialist, Lead	21.47	22.82	24.16	25.50	26.84	28.18	29.53	30.87	32.21	
13	ADP	B24	N4331	Maintenance Specialist, Lead	20.05	21.30	22.56	23.81	25.06	26.32	27.57	28.82	30.08	
13	ADP	B23	N4332	Maintenance Specialist, Lead	18.63	19.79	20.96	22.12	23.28	24.45	25.61	26.78	27.94	
13	ADP	B32	*N4320	Maintenance Supervisor	24.32	25.84	27.36	28.88	30.40	31.92	33.44	34.96	36.48	
13	ADP	B31	*N4321	Maintenance Supervisor	22.90	24.33	25.76	27.19	28.62	30.05	31.48	32.91	34.35	
13	ADP	C43	*N4110	Public Works Analyst	23.68	25.16	26.64	28.12	29.60	31.08	32.56	34.04	35.52	
13	ADP	C42	*N4111	Public Works Analyst	20.73	22.03	23.32	24.62	25.91	27.21	28.51	29.80	31.10	
13	ADP	C41	*N4112	Public Works Analyst	17.79	18.90	20.01	21.12	22.23	23.34	24.45	25.57	26.68	
13	ADP	B23	N4310	Technical Specialist	18.63	19.79	20.96	22.12	23.28	24.45	25.61	26.78	27.94	
13	ADP	B22	N4311	Technical Specialist	17.20	18.28	19.35	20.43	21.51	22.58	23.66	24.73	25.81	
13	ADP	B21	N4312	Technical Specialist	15.78	16.77	17.75	18.74	19.73	20.71	21.70	22.69	23.67	
13	ADP	B20	N4313	Technical Specialist	14.36	15.26	16.15	17.05	17.95	18.85	19.74	20.64	21.54	

End of Report