WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Lane County Association, Local 626; and

WHEREAS, the agreement is consistent with the guidelines set forth by the Board of Commissioners; and

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

1. That the attached tentative agreement between Lane County and the Lane County Association, Local 626 is approved.

2. That the County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

ADOPTED this 11th day of October, 2016.

Faye Stewart, Chair
Lane County Board of Commissioners
AGREEMENT

between

LANE COUNTY, OREGON

and

LANE COUNTY ASSOCIATION LOCAL 626

AGREEMENT

2016-2019

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

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

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

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

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

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

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

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

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

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

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

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

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

**Non-Probationary Employee:** The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a permanent regular position and who has been awarded permanent regular 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 Regular Position: The term "permanent regular position" shall mean positions which have been approved by the COUNTY Board of Commissioners; which are included in the adopted COUNTY budget; which are budgeted in excess of six (6) months duration and which are for work in excess of twenty (20) hours per week.

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

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

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

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

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

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

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

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

Temporary Employee: The term "temporary employee" shall mean any bargaining unit employee who 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 Lane County Association Local 626.

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

Section 3 - Gender

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

RECOGNITION

Section 1 - Recognition

(A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the COUNTY recognizes the UNION as the sole and exclusive representative of all employees classified as indicated in Schedule A, exclusive of persons so employed and classified but in a supervisory or confidential capacity.

(B) Further, part-time employees who work on a year-round basis, but who are regularly scheduled to work 520 hours or less per year shall be considered "extra help" and not be eligible for permanent-regular status. Such employees shall also not be eligible and qualified for any rights or benefits under the Agreement which are reserved for permanent regular probationary or non-probationary employees, including but not limited to, advancements within the wage range provided in the Agreement (Article X, Section 2)

(C) SCHEDULE "A": Those employees of Lane COUNTY listed as follows:

Mechanic 1, Mechanic 2, Sr. Mechanic
Park Maintenance 1, Park Maintenance 2, Sr. Park Maintenance
Road Maintenance 1, 2, 3
General Laborer
Public Works Electrician
Fleet Purchasing Specialist
Sr. Fleet Purchasing Specialist
Fleet Quality Assurance & Safety Specialist
Shop Utility Worker

Section 2 - Division of Labor

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

MANAGEMENT RIGHTS

Section 1 - Retention of Rights

(A) The COUNTY retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.

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

Section 2 - Uniform Application

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

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

Section 3 - Contracting Out

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

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

Section 4 - Inmate Worker Program

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

(A) No layoff or attrition shall occur in the bargaining unit for the duration of this contract due to the use of the Inmate Worker Program or programs of its type.
(B) There will be no reduction of COUNTY funds available to the bargaining unit because of any programs of this type.

(C) No bargaining unit employee shall be required to supervise, be supervised by, or work with any inmate labor involved in a program of this type.

(D) Programs of this type may be expanded beyond bridge cleaning, guard rail clean-up, roadside litter cleanup, median strips, and manual clean-up in roadside plantings, and manual cleanup in all COUNTY Parks after the procedure specified in ARTICLE XVII, Section 2 has been completed.

Section 5 - Exercise of Rights

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

DUES DEDUCTION/FAIR SHARE

Section 1 - Fair Share

(A) It shall be a condition of employment that all bargaining unit employees covered by this Agreement shall, on the thirty-first day following employment, either become members of the UNION and shall pay monthly UNION dues and initiation fees, or pay to the UNION that percentage of full dues allowed by law, as their fair share of the cost of representation except as expressly modified in paragraphs (B) and (C) below.

(B) Inasmuch as it is required that the UNION represent every employee within the bargaining unit, each employee is thus a recipient of the UNION’s Services. Therefore, subsequent to the signing of this Agreement and thereafter, an employee who has been employed by the COUNTY in the bargaining unit for more than thirty (30) days but is not a member of the UNION, must proportionally and fairly share in the cost of the collective bargaining process. An amount as specified by the UNION per Section 2(A) of this Article shall be segregated by the UNION and used on a pro rata basis solely to defray the cost of its services rendered in negotiating and administering this Agreement. The UNION shall upon written request rebate fair share deductions in excess of representation costs at least annually.

(C) Any bargaining unit employee who objects to fair share payments on political grounds, ideological grounds or bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will be required to inform the COUNTY and UNION of such objections. The employee will meet with a representative of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to nonsectarian, non-religious charity.

Section 2 - Deduction of Dues and Fees

(A) The UNION shall notify the COUNTY of the current rate of dues, initiation fees and fair share in lieu fees in a timely manner, which will enable the COUNTY to make necessary payroll deductions as specified below.

(B) The COUNTY shall make three (3) equal deductions from the first three (3) paychecks toward payment of the UNION initiation fee, or payment in lieu of initiation fee.

(C) The COUNTY shall deduct from the second pay period of each month, not to exceed twelve (12) times per year, of all employees in the bargaining unit, a uniform amount for the payment of UNION membership or payment in lieu of dues, to the UNION.

Section 3 - Dues Transmittal/ Hold Harmless

(A) The COUNTY agrees to remit the aggregate deductions, together with an itemized statement to the UNION, by the first day of the succeeding month after such deductions are made.

(B) The UNION agrees to release the COUNTY and save the COUNTY harmless from any liability whatsoever in performing its obligations as specified in this Article. Any costs incurred in the defense of the COUNTY in any legal action brought against the COUNTY for implementing the provisions of this Article shall be borne by the UNION. Nothing in this section shall be construed as to limit the COUNTY’s obligation to deduct and transmit dues and fees to the UNION.
ARTICLE IV

UNION RIGHTS

Section 1 - Union Activity

(A) The UNION or its representatives shall have the right to conduct official UNION business on COUNTY property at such times and in a manner which does not interrupt COUNTY operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The UNION shall conduct all business on other than COUNTY time except as expressly authorized elsewhere in this Agreement.

(B) The COUNTY agrees to furnish bulletin boards to be placed in designated places in each work area. The UNION shall limit the use of such bulletin boards to the posting of notices of general interest and UNION meetings, exclusive of objectionable material, and shall maintain the bulletin boards in good order.

(C) The COUNTY agrees that the designated UNION Representative(s) shall have reasonable access to the premises of the COUNTY for the purpose of ascertaining whether this agreement is being observed. The UNION Representative, shall first report their presence and intentions to the Department Director, or designated representative, and shall conduct their activities in a manner which avoids loss of time or disruption of operation. All expenses incurred in the application of this provision shall be borne by the UNION unless other arrangements are made with the Department Director.

(D) Employee members of the UNION bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the UNION and the COUNTY, provided, however, that the number of such employees shall be limited to three (3) at any one time.

(E) The UNION shall have access to COUNTY duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable COUNTY rate. It is understood that COUNTY use shall take priority over UNION use of such equipment. Use shall be by UNION members on their own time.

(F) COUNTY employees have the right to join and participate in the activities of the UNION for the purposes of representation and collective bargaining with the COUNTY on matters concerning employment relations as long as a loss of time or disruption of COUNTY business is not incurred.

(G) The COUNTY agrees that where, in the judgment of the COUNTY, its operations will not be seriously disrupted, it will allow FOUR UNION Executive Board members to attend UNION Executive Board Meetings. It shall be understood that this shall be limited to no more than six (6) meetings per year with a maximum duration of one hundred twenty (120) minutes per meeting.

(H) Any employee subpoenaed as a witness in any Employee Relations Board proceeding shall not suffer any loss of pay or benefits as a result of attending such proceeding.
Section 2 - County-Union Meetings

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

Section 3 - Information

(A) The COUNTY agrees to furnish to the UNION, at no cost, an electronic copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. The UNION will pay for additional copies of the Lane Code, the Administrative Procedures Manual and the Lane Manual, if needed.

(B) The COUNTY agrees to furnish the UNION, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to COUNTY Administration in the regular course of business and not exempt from public disclosure.

Section 4 - Union Business

(A) The COUNTY shall grant one (1) UNION officer two (2) days off per month to conduct UNION business during normal work hours. Such time will may be in either full or one-half (1/2) day increments, scheduled in advance and shall be scheduled in such a manner as not to disrupt the normal operations of the Department. The UNION shall notify the Department Director, in writing, which UNION Officer is authorized time off to conduct UNION business.

(B) All costs associated with this time shall be borne by the UNION, provided however:

1. The UNION officer shall remain on the COUNTY payroll for the hours spent in conducting UNION business, and

2. The UNION hereby authorizes the COUNTY, prior to transmittal, to deduct from the dues deducted pursuant to Article III of this agreement an amount equal to 150% of the regular hourly rate of the UNION Officer for each hour the UNION Officer is conducting UNION business pursuant to this section.

Section 5 - Protection of Rights

(A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the COUNTY further agrees not to dominate or interfere with or assist in the formation, existence or administration of the UNION or any successor employee organization.

(B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, this section is not subject to the Arbitration Provisions (STEP 4) of Article VI-Grievance Procedure of this Agreement and further, if an Unfair Labor Practice charge is filed, any grievance over the issue becomes null and void and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.
Section 6 - Officers and Stewards

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

DISCIPLINE AND DISCHARGE

Section 1 - Causes for Discipline

(A) An employee who has completed the probationary period as defined in Article VIII of this Agreement shall not be disciplined or discharged without just cause. In determining whether just cause exists, the following seven tests must be met:

(1) Did the COUNTY forewarn the employee of possible consequences of his/her conduct?

(2) Was the rule or order involved reasonably related to the orderly, efficient, and safe operation of the COUNTY?

(3) Before administering discipline, did the COUNTY make an effort to discover whether the employee did, in fact, violate or disobey the rule or order?

(4) Was the COUNTY's investigation conducted fairly and objectively?

(5) In the investigation, did the COUNTY obtain sufficient evidence or proof that the employee was guilty as charged?

(6) Has the COUNTY applied its rules, orders, and penalties evenhandedly and without discrimination?

(7) Was the degree of discipline reasonably related to the seriousness of the offense and the employee's record?

(B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.

(C) Discipline shall consist of one of the following:

1. Documented Oral warning
2. Written Reprimand
3. Suspension or Salary Sanction
4. Discharge

(D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform his/her duties. Disciplinary action may be taken for activities that take place outside of COUNTY premises on off-duty time only when the employee's ability and effectiveness to perform his/her job is impaired.

(E) Disciplinary action or the issuance of a notice of a pre-disciplinary hearing shall take place within fourteen (14) calendar days of the date of occurrence for which action is being taken. Date of occurrence shall mean the date the COUNTY had or should reasonably have had knowledge of the occurrence. Calendar days shall not include any paid leave days.

(F) All documentation must be dated before inclusion in the official personnel file. Coaching and counseling-Oral warnings shall be documented in the supervisory Department personnel file.
Section 2 - Pre-disciplinary Hearing

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

(A) The non-probationary employee whose discipline involving discharge, salary sanction or suspension is being considered shall be granted fourteen (14) calendar days or more by mutual agreement to prepare for the disciplinary hearing.

(B) The employee shall be entitled to have a representative of their choosing at the pre-disciplinary hearing.

Section 3 - Effective Date of Discipline

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

Section 4 - Extension of Time

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

(A) The time limits set forth in this article may be extended by mutual agreement.

(B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.

(C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this article shall commence at the close of any related criminal investigation and/or legal action.
ARTICLE VI

GRIEVANCE PROCEDURE

Section 1 - Purpose

(A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.

(B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the UNION at any step in the procedure.

(C) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.

(D) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally, however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person with the authority to respond with a proposed resolution on behalf of the COUNTY.

Section 2 - Grievance Steps

(A) **STEP 1**

   (a) The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor.

   (b) The supervisor shall respond within seven (7) calendar days.

(B) **STEP 2**

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

   The written grievance shall include:
   
   (1) A statement of the grievance and relevant facts;
   (2) Applicable provisions of the contract; and
   (3) Remedy sought.

(C) **STEP 3**

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

(b) Should the COUNTY be the aggrieved party, the matter shall be introduced at this step.

(c) The parties shall meet within thirty (30) calendar days from the date of referral to Step 3.

(d) Any grievance, which involves discharge, or is of a class action nature, may be introduced at this step. For purposes of this section, "class action nature" shall refer only to those grievances that directly impact a significant group or class of employees and which the employees' immediate supervisor(s) does not have the authority to adjust.

(d)(e) The COUNTY shall furnish a written statement of their position within fifteen (15) calendar days from the step 3 meeting.

(D) **STEP 4**

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

**Section 3 - Arbitration**

(A) In the event the respective representatives of the COUNTY and the UNION cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.

(B) The arbitrator shall have no authority to add to, subtract from, alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.

(C) The Award of the Arbitrator may or may not include back pay provided, however, that any back pay award shall not be in excess of the amount of salary actually lost during the period from fourteen (14) days prior to the filing of the grievance and the date of implementation of the arbitrator's award less any compensation that the employee actually received, including unemployment compensation. The back pay limitations provided for in this paragraph shall not apply, if the cause of the back pay liability is the COUNTY's failure to provide the information required pursuant to ARTICLE IV, Section 3 of this agreement.

(D) The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.

(E) The COUNTY and the UNION agree that the loser of the arbitration shall pay the full expenses and arbitration fees of the arbitrator only; the COUNTY and the UNION shall assume individual liability for the cost of their respective witnesses.

(F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

(G) Whenever possible, the UNION shall provide at least 72 hours advance notice to the Division Manager whenever an employee will be called to testify for the UNION in arbitration or Employee Relations Board proceedings.

(H) Unless mutually agreed by the parties, arbitration hearings will be conducted on other than normal
work hours.

Section 4 - General Provisions

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

(B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.

(C) The UNION shall designate authorized representatives as provided in Article IV, Section 6 to act as Stewards in the investigation and processing of grievances on behalf 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 work hours, on COUNTY premises and without loss of pay or recrimination to the aggrieved party and one designated representative. It is understood that the COUNTY shall not incur overtime liability as a result of such proceedings or investigation. Time used for investigation of grievances must be requested in advance and approved by the employee's immediate supervisor. The supervisor shall not unreasonably deny any such request.

(E) A grievance may be terminated at any time upon receipt of a signed statement from the UNION - the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without UNION concurrence shall not prejudice any position taken by the UNION during the grievance proceedings. A grievance that has been withdrawn by the employee may not be further pursued. The parties agree to document any grievance settlement.

Section 5 - Time Limits

(A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties done via email. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void. A grievance is settled pursuant to this paragraph shall not constitute a precedent for any future grievance.

(B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.
ARTICLE VII

GENERAL PROVISIONS

Section 1 - Employee Information

(A) The COUNTY agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.

(B) The COUNTY agrees to make readily accessible to employees copies of Departmental Manuals.

(C) The UNION agrees to provide an initial supply of 25 copies of this Agreement to COUNTY and COUNTY agrees to distribute copies to new employees. If additional copies of this agreement are required during the term of this Agreement, COUNTY shall request such additional copies from the UNION.

Section 2 - Personnel File

(A) The COUNTY shall maintain records relative to each employee's performance, promotion, discipline, substantiated, unfounded or exonerated complaints and other matters relative to the status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in the Human Resources. 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 Human Resources via the Department Director within fourteen (14) calendar days of the date stated on such negative document. Employees shall further have the right to add job-related documents pertinent to their employment to their Personnel File provided that such documentation be submitted to Human Resources via the Department Director. The Department Director must submit said documentation to Human Resources within five (5) days of receipt.

(C) It shall be understood that any document added to an employee's official Personnel File, without the employee's knowledge, shall not be considered against the employee in any action affecting said employee.

Section 3 - Expense Reimbursement

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

(B) Receipts for lodging expenses are to be turned in with the report of expenses incurred. Receipts for meals shall not normally be required.

(C) Employees required to use personal vehicles in the performance of job duties, or who are required to work at a location other than their established reporting place, shall be reimbursed mileage
expenses at the then current rate as established by the Board of County Commissioners.

(D) At the discretion of the employee, an optional non-receipted expense reimbursement of fifty-five ($55) dollars per diem per twenty-four (24) hour period for meals and lodging may be granted by the COUNTY in lieu of (A) and (B) of this Section.

(E) Employees required to attend conferences, seminars or training sessions, outside the COUNTY, shall be entitled to reimbursement of meal expenses when such meals are not provided as part of the conferences, seminars or training sessions subject to the following:

(1) Breakfast: When the employee must leave his/her residence for traveling to the conference, seminar or training session location more than one (1) hour in advance of his/her normal departure time.

(2) Lunch: When the conference, seminar or training session spans the employee's normal lunch break or when the conference, seminar or training session ends immediately before or starts immediately after the employee's normal lunch break.

(3) Dinner: When the employee must travel from the conference, seminar or training session located for more than two (2) hours after his/her normal quitting time to reach his/her residence.

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

(G) The amounts provided for as expense reimbursement under this Article shall not be less than those established by the Board of County Commissioners and listed in the Administrative Procedures Manual.

Section 4 - Work Rules

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

Section 5 - Personal Gear

(A) The COUNTY shall provide non-probationary and promotional probationary employees three hundred and twenty dollars ($300) annually for other work-related personal gear, such as gloves, boots and rain gear. Eligible employees shall receive one hundred and fifty dollars ($150) the first paycheck following March 1 and one hundred and fifty dollars ($150) the first paycheck following September 1.

1. Effective July 1, 2013, the annual amount shall be two hundred and eighty dollars ($280);
2. Effective July 1, 2014, the annual amount shall be three hundred ($300).

(B) The COUNTY shall provide non-probationary and promotional probationary employees who regularly work on chip sealing and paving crew an additional fifty dollars ($50) annually for the excessive wear on their boots. Eligible employees shall receive this fifty dollars ($50) on the first paycheck following September 1.

(C) Employees who complete the probationary period between payment dates shall receive a pro-rated amount based upon the number of full months between the time they complete the probationary period and the next payment date.
The COUNTY may require that employees wear such work-related personal gear.

Questions concerning the adequacy of work-related personal gear shall be referred to the Department's Safety Committee. The decision of the Department's Safety Committee shall be binding on the COUNTY and the employee.

Section 6 - COUNTY Provided Gear

(A) The COUNTY will provide any required special gear, such as hip boots, chest waders, rubber gloves, and metatarsal guards, which is required for special work activities. The COUNTY shall maintain at all times, the functional quality of protective gear or equipment furnished by the COUNTY.

(B) All special gear must be returned to the COUNTY in reasonable condition following use. Employees shall be charged the then current replacement rate for equipment or gear not so returned.

Section 7 - Uniform Allowance

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

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 borne by the COUNTY. Special licenses shall include hazardous materials, tank vehicle and double/triple trailer endorsements to the Commercial Drivers License (CDL).

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

Section 1 - Job Posting

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

(B) Vacant positions within the bargaining unit, which would be a promotional opportunity for at least three (3) permanent regular, non-probationary bargaining unit employees shall be posted for promotional applications only for a period of at least seven (7) days. In this case, the recruitment shall proceed as provided in Sections 2 and 3, below.

(C) The COUNTY shall be immediately free to recruit from outside the bargaining unit for all vacant positions at the entry level or where the vacancy would be a promotional opportunity for less than three (3) permanent regular, non-probationary bargaining unit employees without first posting for promotional preference. In this case, permanent regular, non-probationary bargaining unit employees who apply for the position as a promotion within the posting period shall still be eligible for promotional preference as provided in Sections 2 and 3, below.

Section 2 - Veteran Preference

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

Section 3 - Legal Requirements

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

Section 4 - Promotional Preference

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

(A) A minimum of three (3) eligible applicants apply for the position during the in-house posting period above.

(B) Promotional preference eligibility shall be based on: (a) meeting the minimum qualifications for the classification and (b) scoring at least 70 points on an examination and/or supplemental questionnaire as determined by the COUNTY to be appropriate for the vacant position.

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

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

(E) The examination will be offered for each vacant, posted position. Any bargaining unit employee, who has taken the examination for a previous vacancy in the same classification and Division as the current vacancy within the previous six (6) months, may elect to submit their previous score to compete for the current vacancy.

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

Section 5 - Outside Recruitment/Referral

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

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

(C) If one or more candidates for an authorized, budgeted 1040-hour temporary or seasonal position served in the same position within the preceding twelve (12) months, AND if the performance was considered successful by COUNTY and documented as such, THEN the COUNTY may fill the position directly with the candidate without posting a recruitment announcement and without a competitive process.

(D) The appointing authority may select any one of the candidates referred.

Section 6 - Lateral Transfers

(A) Lateral transfers may generally only be made from one authorized position to another within the same classification.

(B) Lateral transfers will only be considered when a position becomes vacant unless there are two (or more) transfer candidates who can "trade" positions.

(C) If an employee is interested in being considered for lateral transfer, he/she may submit a written request for lateral transfer, clearly explaining the employee's interests, to the manager of the Division to which transfer is desired. The request must be received before a position is posted in order for a transfer to be considered.

(D) When an opening occurs in the appropriate classification, transfer candidates shall be interviewed for the position before the position is posted.

(E) Divisions are not required to fill a position with a transfer candidate. They may elect to post the
Section 7 - Probationary Period

(A) The probationary period is an integral part of the employee selection process and provides the COUNTY and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.

(B) The COUNTY reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the COUNTY's opinion such rejection is in the best interest of the COUNTY. In the event of the rejection of a probationary employee, the COUNTY shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the COUNTY, shall provide two (2) weeks' pay in lieu of such notice.

(C) New employees employed in classifications represented by the UNION, shall serve a probationary period of twelve (12) continuous months worked in that classification. Employees failing to receive a competent or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed 90 days.

(D)(C) This Section shall apply to part-time bargaining unit employees as follows:

1. Part-time bargaining unit employees who are regularly scheduled to work year-round between 520 and 1,040 hours per year in positions which otherwise meet the definition of "permanent regular employee" under the terms of this Agreement shall serve a probationary period of 520 hours worked or six (6) months, whichever is longer.

2. After completion of the probationary period, such employees shall be considered non-probationary employees for the purpose of determining rights and benefits under the Agreement, except that they shall not be considered eligible and qualified for insurance benefits provided under Article XII, Sections 1 and 4 of the Agreement.

E) Employees who are transferred from one position to another, but do not change classification, shall not serve a probationary period.

F) Employees who are promoted to another classification shall serve a new six (6) month probationary period. Such employees, who fail, as determined by the COUNTY, to satisfactorily meet the requirements of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former department. Employees rejected in probation shall not be eligible to compete for a position in the same classification within the same section for a period of eighteen (18) months.

G) Any probationary employee not notified of performance deficiencies noted during the first one-half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.
ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1 - Workday/Workweek

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

Section 2 - Normal Work Schedule

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

Section 3 - Employee Work Schedule/Reporting Place

(A) It is recognized that the COUNTY may, from time to time, find that changes in individual or operational work schedules and/or reporting place are in the best interest of governmental operations. It is agreed that the COUNTY may make such changes, provided that except in the case of emergency, the COUNTY shall notify the affected employee ten (10) calendar days prior to implementation of such changes. An employee may waive the ten (10) day notice requirement. Such waiver shall be in writing.

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

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

(D) It is understood that employees shall not have the privilege of selecting work schedules and/or reporting place; however, the COUNTY shall make a good faith attempt to avoid making change in working schedules which result in an expressed undue hardship to affected employees, and will within operational limitations consider requests for shift and/or reporting place preference. The COUNTY shall have the final decision in all cases.

(E) Employees shall report to their permanent place of reporting so as to begin work at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time.

Section 4 - Alternate Work Schedules

(A) In the event the COUNTY initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, the COUNTY shall include with the notice an explanation of any changes in overtime calculations.

(B) An employee may submit a written request to his/her supervisor for a permanent or semi-permanent change in work hours and/or workdays of his/her work schedule. Such requests may provide for a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day.

(C) When an employee works an alternate work schedule pursuant to (A) or (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the
overtime provisions of this agreement. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.

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

Section 5 - Overtime

(A) When the COUNTY requires 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. The COUNTY agrees to recognize and consider seniority in regards to overtime assignments.

(4) It is understood that for the purposes of overtime calculations, employees working shifts, which overlap workdays, 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-quarter (1/4) hour worked.

(7) Any employee, having worked on each of seven (7) consecutive days, shall be paid at the rate of two (2) times the regular straight time for all work performed on such seventh (7th) day.

(B) Compensatory time off will generally be approved at the mutual convenience of the employee and the COUNTY with the intent to avoid extensive accumulations of compensatory time.

(C) If, in the opinion of the Department Director, an employee is not exercising good judgment and is building excessive compensatory time accumulations, the employee may be scheduled to take the accumulated time off and be required to use any additional compensatory time earned within the pay period in which it is earned.

(D) In order to maintain reasonable compensatory time off balances, on the first paycheck in December of each calendar year, any compensatory time greater than 40 hours will be paid in cash, the Department Director may 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 (C) 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.

(E) Any unused accumulated compensatory time off shall be paid in cash at the time of termination or transfer to another division.

(F) 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 whose work schedule requires one-half (1/2) or more of their shift to be during the night shift shall receive a paid meal period not to exceed one-half (1/2) hour in duration and shall be subject to call by the COUNTY.

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

Section 7 - Cleanup Time

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

Section 8 - Call Back/Reporting Time

(A) Except as follows in this section, an employee who is called back to work prior to their next scheduled shift shall be guaranteed a minimum of four (4) hours' work.

(B) During periods of emergency sanding and snowplow operations, 7:00 PM will be the cut-off time in determining employee shift change time vs. call back time. If emergency sanding and snowplow operations are required and employees are informed prior to 7:00 PM, it will be considered shift change time. If employees are informed after 7:00 PM, it will be considered call back time. For purposes of this provision, the term "emergency" is defined as an ice and/or snow event which could not be accurately predicted far enough in advance to implement the normal work schedule change procedure described in Section 3 (A) of this Article.

(C) With regard to weather-related and/or similar "emergency" situations where the need to change schedules cannot be predicted in advance, but specifically excluding the sanding/snowplowing operations addressed in Paragraph (B) above:

(1) If an employee is notified prior to the end of their regular shift that their schedule is to be changed for their next shift, it will be considered a shift change for emergency reasons and will not result in standby or call out pay. Overtime pay will only apply if the employee was assigned to work beyond the end of the newly scheduled shift.

(2) If an employee is called out after the end of their shift and more than four (4) hours prior to their next scheduled shift, it shall be considered call out and the employee will be guaranteed four (4) hours of work.

(3) If an employee is called out four (4) hours or less before the start of their next shift, the employee will work the call out hours in addition to their regular shift and be eligible for overtime. An employee who has been called out may request a shift change in order to
leave work before the end of their regular shift, in which case they will only be paid for the actual hours worked. However, if a supervisor sends an employee home prior to the end of their regular shift, the employee will receive their regular pay including overtime, through the end of their regular shift.

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

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

(E) It is also understood that the provisions of this Section are applicable only to the extent that such employees accept any work available.

Section 9 - Shift Differential

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

(B) Permanent Probationary and Non-Probationary regular employees whose work assignment is the night shift shall receive an additional three percent (3%) over their regular hourly rate of pay, subject to the following:

(1) If an employee works at least one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for their entire work shift.

(2) If an employee works less than one-half (1/2) of their regular work assignment within the night shift, they will receive shift differential for a minimum of one-half (1/2) of the total hours of their work shift.

(3) If an employee works on a special short duration work assignment which involves any length of time within the night shift, they will receive shift differential for their entire work shift.

(4) Shift differential shall not be paid when an employee is on overtime on the day shift and works into the night shift. Shift differential shall continue to be paid when an employee is on overtime on the night shift and works into the day shift.

(5) Shift differential shall not be paid when an employee is on a four (4) day, ten (10) hour work schedule and less than two (2) hours of their regular work shift extends into the night shift period.

Section 10 - On-Call Time

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

(A) The Electrician may be required to be available for work or assignment on a continual standby basis where necessary for COUNTY operations. Continual standby shall not exceed one month in duration with at least one month between periods of continual standby except that the employee may waive these limitations in order to provide coordinated emergency coverage. COUNTY shall pay the Electrician $300 per month as compensation when the employee is required to be on
continual standby.

(B) Any bargaining unit employee may be required to be available for work or assignment on an occasional standby basis for expected emergency conditions or for effective COUNTY operations. When requiring employees to be on standby, the COUNTY shall pay such employees one (1) hour regular wage per day as compensation for standby time. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate in addition to the one (1) hour regular wage per day as compensation for standby time.

(C) As an alternative to Section 10 (B), when requiring an employee to be on standby, the COUNTY may pay the employee out-of-class pay as a Lead Worker for all hours worked for the duration of the assignment, not to exceed fourteen (14) consecutive days or fourteen (14) days in a twenty-eight (28) day period, and provide the employee with an appropriately equipped COUNTY take home vehicle for the duration of the assignment. Under this alternative to Section 10 (B), the employee shall not receive the one (1) hour regular wage per day as compensation for standby time and shall be paid only the actual hours worked at the applicable straight or overtime rate beginning with phone contact calling the employee to work. Prior to any out-of-class assignment, the Division manager shall, in cooperation with the Human Resources Analyst, ensure the employee meets the minimum requirements for the higher classification.

(D) Except for calls received from a supervisor or manager in response to an oversight of the employee or being offered or notified of work, an employee who receives a phone call during off duty hours for the purpose of questions or inquiries on work-related subjects shall be compensated for a minimum of one-half (1/2) hour at the applicable straight or overtime rate. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call.
ARTICLE X

WAGES

Section 1 - Salary Range Adjustments

(A) The salary range for each presently established job classification is set forth in Schedule B.

(B) Effective the first full pay period following ratification and board approval current bargaining unit employees that were on the payroll on or after July 1, 2016 will receive a - compensation for each presently established job classification will be increased by three percent (31%) cost of living adjustment and the pay ranges shall be changed to reflect the increase.

(C) Effective the first full pay period following July 1, 2017, compensation for each presently established job classification will be increased by two percent (2%).

(D) Effective the first full pay period following July 1, 2018, compensation for each presently established job classification will be increased by two percent (2%).

(B) Each member in the bargaining unit employed on July 1, 2012 in permanent status shall receive a one-time cash payment of $126.

(C) The parties may mutually agree to re-open this agreement to bargain wages for the fiscal year beginning July 1, 2013. No other provision of the contract will be opened except by mutual agreement. Bargaining shall commence at least ninety (90) calendar days prior to June 30, 2013.

(D) The parties may mutually agree to re-open this agreement to bargain wages for the fiscal year beginning July 1, 2014. No other provision of the contract will be opened except by mutual agreement. Bargaining shall commence at least ninety (90) calendar days prior to June 30, 2014.

Section 2 - Steps in Compensation Plan

(A) The compensation plan shall be based on a 10 Step schedule in the manner shown on Schedule B.

(B) The anniversary date for any employee to move between steps of the compensation plan shall occur at twelve (12) month intervals provided the employee has achieved a "competent" ("satisfactory") or better rating on their performance evaluation.

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

Section 3 - New or Revised Classifications

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

(A) A proposed wage rate shall be established by the COUNTY, and provided to the UNION.
(B) The rate proposed by the COUNTY shall be deemed as agreeable to the UNION at the end of two (2) calendar weeks from the date of notice above unless the UNION requests negotiations for over the proposed wage rate within that same period.

(C) Should the UNION request to negotiate over the proposed wage rate, the procedures established in Article XVII, Section 2 shall apply.

(D) No new or modified classification shall become effective until such time as both the UNION and the Board of County Commissioners ratify the permanent wage rate.

Section 4 - Salary Protection

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

Section 5 - Out of Class

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

(B) All assignments in training shall be as provided for in the Operator Training Program as provided for in Article XIV, TRAINING, of this Agreement.

(C) It shall be understood that whenever the COUNTY identifies the need to employ extra help, the current permanent regular staff will be given the opportunity to work out of class in the position identified for extra help. In this case, working out of class assignments will be made subject to the following:

1. Assignments will only be made within the division.
2. Employee qualifications, including certification, will be determined by the COUNTY.
3. Employees may reject the assignment.
4. The COUNTY is not required to provide a ten (10) day notice of change of the reporting place.
5. The COUNTY may terminate the working out-of-class assignment for inability to perform.
6. Working out-of-class assignments shall be for the duration of the project; however, if an employee terminates assignment, the COUNTY may fill the position with extra help.
7. Eligibility for these assignments will apply only to permanent regular, non-probationary employees.
8. No significant disruption of COUNTY operations.

(D) Any RM-2 operating the Mobile Solid Waste Knuckleboom Packer ("Bigfoot") shall be paid out of class as an RM 3 only for those hours it is being set-up or operated, but not while in transit from job site to job site.

(E) Any Mechanic 1 working in the field without direct supervision with shop or lube truck will receive 5% out of class differential.

Section 6 - Equipment Differential
The COUNTY agrees to pay an additional five percent (5%) above their normal straight time hourly rate to employees while operating the following pieces of equipment:

(A) Mobile Crane
(B) Pit Cat at Glenwood
(C) Asphalt Blade Patch Grader/Asphalt Screed
(D) Small Distributor when using asphalt products exceeding 200 F.
(E) Large Distributor
(F)(E) Striper Operator in charge while stripers is in operation
(G)(H) Excavator Operator when Leadworker is not present
(H) Herbicide Spray Truck
(I)(G) Operator in charge of Crack Sealing Crew when Supervisor or Lead Worker not present
(J)(H) Short Mountain Heavy Equipment (Large crawlers, Compactors and Excavator Scrapers)
(K) Small Crawlers at Short Mountain Landfill
(L) Vegetation High Lift
(M)(I) Snow Removal
(N)(J) Sanding
(O)(K) Striper Truck Driver while stripers is in operation
(P)(L) Chip Spreader (Main Operator)
(Q)(M) Grade Grader Operator in charge of crew when Supervisor or Lead Worker not present

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

Section 7 – Direct Deposit

(A) All employees hired subsequent to March 1, 2001 shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self-Service.

(B) Employees hired before March 1, 2001 may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.

(C) Employees whose payroll is subject to direct deposit may opt to continue to receive a payroll advice comparable to that which is provided under the status quo.

(D) Direct deposit may be made to an unlimited number of financial institutions at any one time.

(E) Payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

Section 8 – Deferred Compensation

(A) Effective the first pay period following July 1, 2006 for employees in regular positions, the COUNTY will continue to contribute three percent (3%) of the employee's PERS subject wages into one of the COUNTY's sponsored deferred compensation accounts.

(B) It shall be the responsibility of the employee to assure that his/her account does not exceed the maximum allowed under IRS rules.

(C) Effective the first pay period following July 1, 2007, the COUNTY's contribution will be 2% of the employee's PERS subject wages.

(D) Effective the first pay period following July 1, 2008, the COUNTY's contribution will be 3% of the employee's PERS subject wages.

Section 9 – Minor Payroll Adjustments
The UNION agrees that the COUNTY may make minor adjustments to an employee's wages, up to a maximum dollar amount of $25.00 per pay period, without receiving the employee's written agreement in advance of the change. This is intended to allow for payroll correction to rate of pay and/or number of hours paid that might result in an error to an employee's payroll check.
ARTICLE XI

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

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

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

(1) Reports for work on their last scheduled work day prior to, and first scheduled work day following, the holiday; and

(2) Whose scheduled work day or paid leave prior to or following the holiday falls within two (2) calendar days of the holiday.

(C) Holiday Pay

(1) Full time eligible bargaining unit employees shall be compensated for each holiday as follows:

   (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight hours of holiday time off.

   (b) When bargaining unit employees are required by the COUNTY to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division are on a four (4) day, ten (10) hour schedule, the eligible employees’ shall receive ten (10) hours compensation for the holiday.

(2) Part time eligible bargaining unit employees shall be compensated for holidays on a pro rate basis using the percentage of full time the employees’ hours paid in the previous two pay periods as a base.

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

   (a) Pay for each holiday which falls on a day the employee otherwise would work.
(b) In addition to compensation under (a) above, an employee required to work on a holiday shall receive one and one-half (1-1/2) times the regular straight time rate for all work performed on the holiday. If the employee requests, alternate time off with pay at a mutually convenient time shall be granted in lieu of (a) above.

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

(D) Holidays on Day off

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

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

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

Section 2 - Time Management

(A) Purpose

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

(B) Eligibility

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

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

(C) Accumulation

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

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Earned Leave</th>
<th>Bi-Weekly Earned Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-24 mos. (0-2 yrs.)</td>
<td>23.0 days/yr.</td>
<td>7.077 hrs./pay period</td>
</tr>
</tbody>
</table>
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 employees whose most recent hire date is on or after January 1, 2016 shall accumulate earned leave, based on full time status, at the following rates:

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

(D) Part Time Employees

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

(E) Existing Vacation

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

(2) Upon the termination of an employee, or in the event of the death of an employee, the employee's vacation balance shall be paid in cash.

(F) Usage

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

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

(G) Maximum Accumulation

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

(H) Termination

Upon the termination of a non-probationary employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(I) Death

In the event of the death of a non-probationary employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(J) Scheduling

(1) Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the COUNTY. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.

(2) Substantiation of illness, injury or emergency may be required by the COUNTY when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. Failure to provide satisfactory substantiation may result in disciplinary action pursuant to Article V, DISCIPLINE AND DISCHARGE, of this Agreement.

(K) Conversion

(1) Employees may sell accrued time management hours subject to the following restrictions:

(a) The maximum number of time management hours that can be converted into cash compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.

(b) The time management leave hours must be either scheduled or used prior to the conversion of any accrued management time hours.

(2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

(L) Layoff/Recall

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

(2) Employees who are recalled from layoff may buy back, within six (6) months of recall, all or part of their previous time management balance at the rate in effect at the time they are recalled at the same ratio at which they were cashed out.
Section 3 - Occupational Illness or Injury

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

(A) Employees in permanent regular positions with less than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.

(B) Non-Probationary employees in permanent regular positions with more than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time 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.

(D) In addition to employees serving in permanent regular positions, section 3 (A) and (B) shall apply to part-time bargaining unit employees who are regularly scheduled to work year round between 520 and 1040 hours per year in positions which otherwise meet the definition of "permanent regular employee" under the terms of this agreement.

(E) In addition to employees serving in permanent regular positions, section 3 (A) shall apply to Employees working in an extra help of seasonal capacity, up to a maximum of three (3) days per occurrence.

Section 4 - Disability Leave

(A) After completion of six (6) months of employment if a non-occupational illness or injury exceeds 80 hours elimination period, the COUNTY will provide compensated time off at the regular rate of pay for the first two (2) weeks of disability, or any part thereof, at ninety percent (90%) for the next two weeks or any part thereof; at eighty percent (80%) for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any workers compensation benefits for which the employee may be entitled following the eighty (80) hour elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence. Only time management leave used during the first eighty (80) hour elimination period will be charged against the employee’s time management leave balance. If an employee returns to work, but is then off for the same illness or injury within the ninety (90) day period, the time off shall be charged to disability leave as provided for in this paragraph. However, an employee whose disability leave exceeds two weeks beyond the elimination period thereby becoming eligible for a reduced percentage of pay, may choose to will offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance.

(B) Once an employee has received benefits under this provision, he/she will not be eligible to use time management leave again until he/she has returned to work and subsequently suffered another illness or injury.

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

(D) Employees who are on disability leave shall not accrue Time Management.
Section 5 - Substantiation

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

Section 6 - Bereavement

Non-probationary employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out-of-state travel is required, one (1) weeks pay, at the regular straight time hourly rate. The COUNTY may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, grandparent-in-law, grandchild, stepfather, step-mother, step-child, father-in-law, or mother-in-law, or daughter-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of the death.

Section 7 - Jury Duty

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

Section 8 - Leave of Absence

(A) Leave of absence for good cause may be granted by the COUNTY provided that such leaves do not significantly disrupt normal COUNTY operations. Good cause shall include, but shall not be limited to, the following reasons:

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

(B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement.

(C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.

(D) With the exception of military active duty, Peace Corps, and UNION leave granted in accordance with Article IV, Section 1(F), a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.

(E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the COUNTY beyond the control of the employee, and has received approval for an extension of such leave.
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 regular probationary and non-probationary employees with certain insurance protection and related programs. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered will be shared by the COUNTY and the UNION whenever such charges become effective. The COUNTY agrees to notify the UNION at least thirty (30) days prior to implementing any changes in any insurance or related benefit, unless such change is beyond the COUNTY's control. Upon request, the COUNTY will meet with the UNION to explain such changes.

(A) 1. Employee and dependent health insurance, with major medical services, also known herein as the "Co-Pay" plan, or, at the option of the employee, a "High Deductible Health: Health Savings Account", plan known herein as the "HSA-HDHP" for employees whose most recent hire date is on or before December 31st, 2015.

4.2. Employee and dependent health insurance, with major medical services, also known herein as the Prime Plus ("Prime+") plan, or, at the option of the current employee, High Deductible Health plan known herein as the "HDHP" for employees whose most recent hire date is on or after January 1, 2016.

(B) Employee and dependent dental insurance;

(C) Employee accidental death and dismemberment term life insurance in the amount of $25,000 or one times annual salary, whichever is the greater;

(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) The employee and dependent vision plan shall be modified to include one vision examination per year annually for those 18 and under and every other year for those 19 and older. The benefits for glasses and contacts will be eliminated.

Eligible and qualified permanent regular part-time employees hired after July 1, 2003, who are regularly scheduled to work between twenty (20) and thirty (30) hours per week will receive employee-only health, dental and vision 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 January 1, 2017, the following changes will be made to the health insurance plan:

(1) Employees whose most recent hire date is on or before December 31, 2015 will have the choice between a point of service plan (the "Co-Pay Plan"), the Prime Plus Plan and a high deductible major health medical plan with a health savings account (the "HDHP-HSA Plan").

(2) Effective January 1, 2017 under the Co-Pay Plan the co-pay for professional services will increase to thirty-five dollars ($35) co-pay/visit.

(3) Employees whose most recent hire date is on or after January 1, 2016 will have the...
choice between the Prime Plus ("Prime+") or a high deductible major medical plan with a health savings account (the "HDHP Plan").

(4) For all employees who complete the annual "Live Well" Health Risk Assessment and the biometric screening offered by the COUNTY, the COUNTY will provide a "Live Well" credit of $20 monthly to the employees' health contribution cost.

(5) For all employees who elect the "HDHP" plan the employee's monthly contribution will be twenty ($20.00) dollars per month.

(6) For all employees who elect the Prime+ Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars ($30.00); Employee + Other (Children/Spouse/Domestic Partner) = fifty dollars ($50.00).

(7) For all employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars ($50.00); Employee + Other (Children/Spouse/Domestic Partner) = seventy dollars ($70.00).

(8) Effective January 1, 2013, for all employees who elect the HDHP HSA Plan, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual ($1500) or family ($3000), into the employee's health savings account within the first five (5) business days following January 1 for calendar years 2017, 2018 and 2019.

(9) For employees who are recalled to a regular position and are eligible for benefits, the employee's most recent hire date prior to layoff will be used to determine which benefit plans they are eligible to enroll in.

(2) Effective January 1, 2014, for all employees who elect the HSA Plan, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual ($1500) or family ($3000), into the employee's health savings account.

(10) For all employees who elect the HSA Plan, the COUNTY will pay an amount equivalent to the annual deductible, based on their enrollment as individual ($1500) or family ($3000), into the employee's health savings account. Effective January 1, 2015, the COUNTY will begin paying the amount of annual deduction in monthly installments.

(B) Opt Out

(1) For the plan year January 1, 2012 to December 31, 2013, The County will offer an "opt out" provision for employees who determine that they do not require medical and vision insurance coverage through the County plans. This will take effect January 1, 2012.

(2) The monthly amount that an employee would receive is $350.00 in lieu of medical and vision insurance coverage.

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

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

Section 3 - Insurance Enrollment

The COUNTY agrees to enroll each eligible and qualified employee in the following programs:
Section 4 - Retiree Benefits

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

(B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) will shall be eligible for COUNTY-paid health insurance and may transfer from the active group to the retired group.

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

(D) To qualify for retirement and be eligible for COUNTY-paid medical insurance, an employee must meet the COUNTY service requirement in subsection (A) or (B) above and be receiving a PERS pension, or meet COUNTY service requirements and be eligible for and receiving disability benefits under PERS or Social Security.

(E) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to ARTICLE XVI of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which he/she would otherwise be entitled pursuant to this section.

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

(G) In order to provide an early retirement alternative to employees who have met the length of service requirement, but who do not meet the age requirement for PERS retirement benefits, such employees must continuously self-pay their Lane County medical insurance premium for the period of time until age eligible and drawing PERS. Upon eligibility for PERS retirement, the employee will be eligible for COUNTY paid Retiree Medical benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from COUNTY paid benefits and will terminate this option.

Section 5 - Personal Property

Loss or damage to personal property shall be compensated for by the COUNTY, provided that:

(A) the employee would reasonably be expected to be wearing or carrying the property in question in the performance of his/her job;

(B) such loss or damage occurs during the course of employment;

(C) the loss was not the fault of the employee;

(D) this provision does not apply to personal vehicles or similar items.

Section 6 - ICC Physical Examinations

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

SAFETY

Section 1 - Safety Policy

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

Section 2 - Safety Committee

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

Section 3 - Committee Functions

The Committee shall perform the following primary functions:

(A) The Committee shall recommend minimum health and safety standards regarding working conditions to the Director of Public Works.

(B) The Committee shall recommend appropriate training programs on safety.

(C) The Committee shall be empowered to make recommendations on safety issues.

(D) The Committee shall function as an Accident Review Board. The Committee shall have the authority to investigate accidents and make appropriate recommendations.

Section 4 - Meeting Schedule

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

Section 5 - Employee Responsibility

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

Section 6 - Personal Protective Equipment

(A) The COUNTY will provide necessary personal protective equipment, including coveralls, hardhats, hearing protectors and safety vests. When such protective equipment is provided, the COUNTY may require that employees use the equipment.
(B) The COUNTY will provide non-prescription safety glasses where required. The COUNTY will pay up to $15.00 once every two (2) years toward prescription safety glasses.

(C) Any personal protective equipment or special gear must be returned to the COUNTY in reasonable condition following use. Employees shall be charged the then current replacement rate for equipment or gear not so returned.
ARTICLE XIV

TRAINING

Section 1 - Support

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

Section 2 - Required Training

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

Section 3 - Employee Interest

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

Section 4 - Training Committee

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

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

Section 5 - Trainee Selection

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

Section 6 - Division Training

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

Section 7 - Compensation and Benefits While Training

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

Section 8 - Transfer After Training

Employees who request and are provided training by the COUNTY may be required by the COUNTY to transfer to a position where the employee's new job skills will be effectively utilized.
Section 9 - Training Proposals

(A) An employee, group of employees, or the UNION on behalf of the members of the bargaining unit may present a training proposal to the Human Resources Office.

(B) The COUNTY's Training Coordinator shall review and consider all proposals submitted pursuant to this section.

(C) Upon request of the UNION, the Training Coordinator shall meet with the UNION and a reasonable number of affected employees to discuss the training proposal. Such meeting shall be held at a time and place mutually agreeable to the Training Coordinator and the UNION.

(D) The Training Coordinator shall respond in writing to the UNION regarding the training proposal.
ARTICLE XV

SENIORITY

Section 1 - Definition

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

(B) For positions in the Fleet Purchasing Specialist series, seniority is defined as the relative position of an employee in relation to other employees in the series based on most recent date of continuous classified employment with COUNTY, uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or UNION leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee’s length of continuous service.

Section 2 - Continuous Service

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

Section 3 - Seniority List

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

(A) The COUNTY shall furnish to the UNION, upon request, a current seniority list quarterly.

(B) In the event of a tie in length of service, seniority will be established by using Month of birth. The employee born in the earlier Month of the year shall receive seniority preference.
ARTICLE XVI

LAYOFF AND RECALL

Section 1 - Layoff

(A) Employees with the least seniority within the job classification and series shall be subject to layoff first. It shall be understood that initial probationary, extra help and temporary employees within the affected classification series shall be removed from COUNTY employment before a layoff of permanent regular employees occurs. If approved by the COUNTY, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.

(B) Notwithstanding Paragraph (A), above, in the case of layoffs in the Fleet Services Division, employees in Mechanic 2 and Senior Mechanic positions shall be subject to layoff without consideration of job classification on the basis of seniority only.

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

Section 2 - Bumping Rights

(A) Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification shall move to a lesser classification in the same series provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series.

(B) In case of layoffs in the Parks Division, employees in the Sr. Park Maintenance classifications shall have bumping rights to the Road Maintenance 2 classification and employees in the Park Maintenance 2 classification shall have bumping rights to the Road Maintenance 1 classification on the basis of seniority.

(C) In case of layoffs in Road Maintenance, employees in the Road Maintenance (2 & 3) classifications shall have bumping rights to the Park Maintenance 2 classification on the basis of seniority.

(D) In the case of layoffs in the Fleet Services Division, employees shall have bumping rights as per Attachment A on the basis of seniority.

Section 3 - Recall

(A) Layoff status employees shall be recalled in order of seniority within the job classification and series from which they were laid off, provided that such recall shall not result in a promotion from the position the employee held at the time of layoff.

(B) Prior to any outside recruitment, employees on layoff status shall be given preference in filling bargaining unit vacancies not filled by promotion. Employees shall be recalled pursuant to this section in accordance with their seniority provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position and such recall does not result in a promotion.

(C) Order of recall preference shall be as follows:
   1. Recall to former classification.
   2. Recall to lower position in same classification series.
3. Recall pursuant to 3 (B) above
4. Compete for positions as per Article VIII of this Agreement.

(D) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Sections 3(A) and 3(B) of this Article.

(E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 3(A) of this Article.

(F) An employee shall not be required to accept recall to a position located more than twenty five (25) miles from their previous reporting place.

(G) The COUNTY shall furnish the UNION with a current list of all bargaining unit employees on layoff status with recall rights.

(H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights, and the COUNTY shall not be required to recall employees to a temporary position on the basis of seniority. It is understood that the COUNTY will offer employment to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.

(I) Former regular status 626 bargaining unit employees who have been promoted while represented by 626 to positions represented by the Administrative-Professional Association of Lane County (Admin-Pro) with no break in COUNTY service shall have their seniority accrued as a 626 member frozen for recall purposes. These former 626 employees who are laid off from an Admin-Pro position will be entitled to recall rights to a vacant 626 position. Order of recall shall be:

1. Recall to vacant former classification
2. Recall to vacant lower position in same classification series

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

Section 4 - Protection/Rights During Layoff

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

(B) Employees on layoff status shall have the option of paying for continued health insurance coverage, as provided for in COBRA. The COUNTY shall administer all such payments.

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

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

RELATIONSHIPS

Section 1 - Entire Agreement
The parties herein agree that the relationship between them shall be governed by the terms of this Agreement.

Section 2 - Change in Conditions
If the COUNTY proposes to change or implement matters within the scope of representation as defined by ORS 243.650(7) and not specifically mentioned in this Agreement, and more than a de minimus number of employees are affected, the COUNTY will notify the UNION in writing prior to implementing the proposed change. Upon timely request of the UNION (within 14 days), the County will negotiate with the UNION pursuant to ORS 243.698.

Section 3 - Savings Clause
Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties may agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

Section 4 - Individual Agreements
The County agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.
ARTICLE XVIII

TERMINATION

Section 1 - Duration

Unless otherwise specifically stated, this Agreement shall become effective upon ratification and shall remain effect until and including June 30, 2019, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement by April 1, 2019, or if no such notice is given at such time, before April 1, of any subsequent anniversary.

Section 2 - Notice

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

Section 3 - Force of Agreement

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

IN WITNESS WHEREOF the parties hereto have set their hand this _____ day of _____, 2016.

FOR THE COUNTY

Liane Richardson
Steve Mokrohisky
County Administrator

Brad Rusew
Rick Keene
President Local 626

Marsha Miller
Timothy Elsea
Public Works Director

Rick Daugherty
Don Weick

FOR THE UNION

Inga Aanrud
Employee Relations Program Supervisor

Don Weick
Aaron Jorgensen
Manager

Jesika Heikken
SCHEDULE C

Equipment/Classification Designations
for Road and Park Maintenance Series

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

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport Trailers <em>(Lowboy, Oversize)</em></td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Heavy Haul Trailers <em>(85,00 GVW or more)</em></td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Garbage Trailers</td>
<td>RM III</td>
</tr>
<tr>
<td>Graders</td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Loaders <em>(3-cy or larger)</em></td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Crawler Tractors <em>(D-5 or larger)</em></td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Gradalls</td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Truck and Trailer*</td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Spray Truck <em>(Applicator)</em></td>
<td>RM III/SPM</td>
</tr>
<tr>
<td>Distributor Truck <em>(Operator/Operator)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Mobile Cranes</td>
<td>RM III</td>
</tr>
<tr>
<td>Post Driver Truck</td>
<td>RM III</td>
</tr>
<tr>
<td>Paint Stripper Truck <em>(Chief Operator)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Stencil Truck <em>(Chief Operator)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Landfill Compactor</td>
<td>RM III</td>
</tr>
<tr>
<td>Brush Mower</td>
<td>RM III</td>
</tr>
<tr>
<td>Knuckleboom Packer <em>(Mobile or Stationary)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Excavator</td>
<td>RM III</td>
</tr>
<tr>
<td>Concrete Saw</td>
<td>RM II</td>
</tr>
<tr>
<td>Tar Pot</td>
<td>RM II</td>
</tr>
<tr>
<td>Chip Spreader</td>
<td>RM III</td>
</tr>
<tr>
<td>Stationary &quot;Grizzly&quot; Boom</td>
<td>RM III</td>
</tr>
<tr>
<td>Dyna Pack Vibratory Roller <em>(Over 4,000 LBS)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Crack Sealer <em>(Crew Sealer)</em></td>
<td>RM III</td>
</tr>
<tr>
<td>Dump Trucks</td>
<td>RM II/PM</td>
</tr>
<tr>
<td>Flat Bed Trucks <em>(Over 20,000lbs GVW)</em></td>
<td>RM II</td>
</tr>
<tr>
<td>Water Trucks</td>
<td>RM II</td>
</tr>
<tr>
<td>Loaders <em>(Less than 3-cy)</em></td>
<td>RM II/PM</td>
</tr>
<tr>
<td>Rollers <em>(Under 4,000lbs)</em></td>
<td>RM II</td>
</tr>
<tr>
<td>Spray Truck <em>(Driver)</em></td>
<td>RM II</td>
</tr>
<tr>
<td>Sign Truck</td>
<td>RM II</td>
</tr>
<tr>
<td>Paint Stripper Truck <em>(Asst. Operators)</em></td>
<td>RM II</td>
</tr>
<tr>
<td>Sweepers *.4 cy (hopper and larger)</td>
<td>RM II</td>
</tr>
<tr>
<td>A. Pull Broom</td>
<td></td>
</tr>
<tr>
<td>B. Attachments</td>
<td></td>
</tr>
<tr>
<td>C. Warehouse Style Mobile Sweeper</td>
<td></td>
</tr>
<tr>
<td>Wheel Tractors <em>(With attachments)</em></td>
<td>RM II/PM</td>
</tr>
<tr>
<td>Compressor</td>
<td>RM II/PM</td>
</tr>
</tbody>
</table>

* Excludes trailers towed with pickups but includes the Park's 5th wheel trailer.
<table>
<thead>
<tr>
<th>EQUIPMENT (continued)</th>
<th>CLASSIFICATION (continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanders</td>
<td>RM II</td>
</tr>
<tr>
<td>Fork Lifts (greater than 5,000lbs capacity)</td>
<td>RM II/PM</td>
</tr>
<tr>
<td>Fork Lifts (under 5,000lbs capacity)</td>
<td>RMI/PM</td>
</tr>
<tr>
<td>Vibro Plate - Hand Compactor</td>
<td>RM I</td>
</tr>
<tr>
<td>Snow Plow</td>
<td>RM II</td>
</tr>
<tr>
<td>Small Ditch-Witch Trencher</td>
<td>RM II/PM</td>
</tr>
<tr>
<td>Mud Pumps</td>
<td>RM II</td>
</tr>
<tr>
<td>72&quot; Mower</td>
<td>PM II</td>
</tr>
<tr>
<td>Crawler Tractors (Smaller than D-5)</td>
<td>RMI/PM</td>
</tr>
<tr>
<td>Fire Truck (Water Wagon)</td>
<td>RM II</td>
</tr>
<tr>
<td>Curb Paver</td>
<td>RM II</td>
</tr>
<tr>
<td>**Mobile Solid Waste Boom (&quot;Bigfoot&quot;)</td>
<td>RM II</td>
</tr>
<tr>
<td>Roll-off Box Truck</td>
<td>RM II</td>
</tr>
<tr>
<td>Sandblaster</td>
<td>RM II</td>
</tr>
<tr>
<td>Mobile Sweeper</td>
<td>RM II</td>
</tr>
<tr>
<td>Lube Truck (Operator/Driver)</td>
<td>MECH 1</td>
</tr>
<tr>
<td>Aerial Lift Truck</td>
<td>RM III/Elect.</td>
</tr>
<tr>
<td>Sign Manufacturer</td>
<td>RM IIII</td>
</tr>
</tbody>
</table>

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

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

## Classification Series & Bumping Order

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Primary Classification/Series</th>
<th>Secondary Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>I004</td>
<td>Road Maintenance 3</td>
<td></td>
</tr>
<tr>
<td>I003</td>
<td>Road Maintenance 2</td>
<td></td>
</tr>
<tr>
<td>I002</td>
<td>Road Maintenance 1</td>
<td></td>
</tr>
<tr>
<td>I001</td>
<td>General Laborer</td>
<td></td>
</tr>
<tr>
<td>I007</td>
<td>Sr. Park Maintenance</td>
<td></td>
</tr>
<tr>
<td>I028</td>
<td>Park Maintenance 2</td>
<td></td>
</tr>
<tr>
<td>I006</td>
<td>Park Maintenance 1</td>
<td></td>
</tr>
<tr>
<td>I001</td>
<td>General Laborer</td>
<td></td>
</tr>
<tr>
<td>C052</td>
<td>Fleet Quality Assurance &amp; Safety Specialist</td>
<td></td>
</tr>
<tr>
<td>I012-I011</td>
<td>Sr. Mechanic – Mechanic 2</td>
<td></td>
</tr>
<tr>
<td>I010</td>
<td>Mechanic 1</td>
<td></td>
</tr>
<tr>
<td>I031</td>
<td>Shop Utility Worker</td>
<td></td>
</tr>
<tr>
<td>I001</td>
<td>General Laborer</td>
<td></td>
</tr>
<tr>
<td>C044</td>
<td>Sr. Fleet Services Purchasing Specialist</td>
<td></td>
</tr>
<tr>
<td>C039</td>
<td>Fleet Services Purchasing Specialist</td>
<td></td>
</tr>
<tr>
<td>I008</td>
<td>Electrician</td>
<td></td>
</tr>
</tbody>
</table>
## Lane County Copay Plan—Local 626
Plan Years commensurate January 01 through December 31

<table>
<thead>
<tr>
<th>Lane County—Prime/Copay Plan</th>
<th>Participating Providers</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIFETIME MAXIMUM</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>ANNUAL DEDUCTIBLE</strong></td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>ANNUAL OUT-OF-POCKET MAXIMUM</strong>(per-person)</td>
<td>$1600/$4600</td>
<td>$1600/$4600</td>
</tr>
</tbody>
</table>

### PREVENTIVE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well-Baby Care</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Periodic Health Exams</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Routine Women’s Exam (including pap test &amp; breast exam)</td>
<td>100%</td>
<td>50%</td>
</tr>
<tr>
<td>Immunizations</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Visits</td>
<td>$25 copay</td>
</tr>
<tr>
<td>Mental Health/Chem. Dep. Office Visits</td>
<td>$25 copay</td>
</tr>
<tr>
<td>Surgery</td>
<td>$25 copay</td>
</tr>
<tr>
<td>Urgent Care Office Visits</td>
<td>$25 copay</td>
</tr>
</tbody>
</table>

### HOSPITAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient-Room and Board</td>
<td>$250 per day</td>
</tr>
<tr>
<td>Inpatient-Rehabilitative Care</td>
<td>$250 per day</td>
</tr>
<tr>
<td>Skilled Nursing Facility Care</td>
<td>$250 per day</td>
</tr>
</tbody>
</table>

### OUTPATIENT SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Surgery</td>
<td>$250 copay</td>
</tr>
<tr>
<td>Outpatient Diagnostic X-Ray and Lab—</td>
<td>No copay</td>
</tr>
<tr>
<td>Specified Imaging (MRI, CT, PET-scans)</td>
<td>80%</td>
</tr>
</tbody>
</table>

### EMERGENCY CARE

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room Facility</td>
<td>100% after $250 copay</td>
</tr>
</tbody>
</table>

### OTHER COVERED SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Therapy</td>
<td>$25 copay</td>
</tr>
<tr>
<td>Ambulance to nearest facility</td>
<td>100%/$50 copay</td>
</tr>
<tr>
<td>Durable Medical Equipment/Prosthetics—</td>
<td>80%</td>
</tr>
<tr>
<td>Home Health, Hoepice, and Respite Care—</td>
<td>100%</td>
</tr>
<tr>
<td>Alternative Care ($500 annual max, including chire)</td>
<td>$25 Copay $500/yr max***</td>
</tr>
</tbody>
</table>

### Vision

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rx</td>
<td>Exam Only</td>
</tr>
</tbody>
</table>

### RX

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic / Preferred / Non-Preferred</td>
<td>15/30/35***</td>
</tr>
</tbody>
</table>

### Notes

- Co-Pay subject to 6 day maximum
- Exam every 24 months for adults
- Must designate a primary care provider
- Rx/Alt Care co-pays do not apply toward maximum out of pocket
## Lane County High Deductible Plan—Local 626
Plan Years commensurate January 01 through December 31

<table>
<thead>
<tr>
<th>Lane County HSA Plan</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lifetime Maximum</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Annual Deductible: Coinsurance</td>
<td>$1,500 / $3,000</td>
<td>$1,500 / $3,000</td>
</tr>
<tr>
<td>Annual Out-of-Pocket Maximum (Individual / Family)</td>
<td>$3,000 / $6,000</td>
<td>$3,000 / $6,000</td>
</tr>
</tbody>
</table>

### PREVENTIVE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Baby Care</td>
<td>100%</td>
<td>60%</td>
</tr>
<tr>
<td>Periodic Health Exams</td>
<td>100%</td>
<td>60%</td>
</tr>
<tr>
<td>Routine Women's Exam (including pap test, pelvic exam &amp; breast exam)</td>
<td>100%</td>
<td>60%</td>
</tr>
<tr>
<td>Immunizations</td>
<td>100%</td>
<td>60%</td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Visits</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Mental Health/Chem. Dep. Office Visits</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Surgery</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Urgent Care Office Visits</td>
<td>80%**</td>
<td>60%</td>
</tr>
</tbody>
</table>

### HOSPITAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Room and Board</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Inpatient Rehabilitative Care</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Skilled Nursing Facility Care</td>
<td>80%**</td>
<td>60%</td>
</tr>
</tbody>
</table>

### OUTPATIENT SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Surgery</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Outpatient Diagnostic X-Ray and Lab</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Specified Imaging (MRI, CT, PET-scans)</td>
<td>80%**</td>
<td>60%</td>
</tr>
</tbody>
</table>

### EMERGENCY CARE

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room Facility</td>
<td>80%**</td>
<td>60%</td>
</tr>
</tbody>
</table>

### OTHER COVERED SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Therapy</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Ambulance to nearest facility</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Durable Medical Equipment/Prosthetics</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Home Health, Hospice, and Respite Care</td>
<td>80%**</td>
<td>60%</td>
</tr>
<tr>
<td>Alternative Care ($500 annual max, including chiro)</td>
<td>80%**</td>
<td>60%</td>
</tr>
</tbody>
</table>

### Vision

<table>
<thead>
<tr>
<th>Service</th>
<th>Participating Providers</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rx</td>
<td>30 day supply</td>
<td>Retail 90 day supply</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mail-Order 90 day supply</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80%**</td>
</tr>
</tbody>
</table>

* Exam every 24 months for adults
** Subject to Deductible

Per IRS rules establishment of a Health Savings Account makes the employee ineligible for a Flexible Spending Account through Lane County.