



AGENDA COVER MEMO

Memorandum Date: October 28, 2024

Order Date: November 5, 2024

TO: Board of County Commissioners

DEPARTMENT: Human Resources

PRESENTED BY: Inga Wood, Labor Relations Manager
Andrea Nagles, Sr. Assistant County Counsel
Christine Moody, Budget & Financial Planning Manager

AGENDA ITEM TITLE: In the Matter of Approving the Tentative Agreement between Lane County and the American Federation of State, City and Municipal Employees General Unit for 2024-2027

I. MOTION

1. Move the Board to approve Order No. 24-11-05-12/In the Matter of Approving the Tentative Agreement between Lane County and American Federation of State, City and Municipal Employees General Unit for 2024-2027.
2. Move the Board to approve Order No. 24-11-05-13/In the Matter of Approving the Tentative Agreement between Lane County and American Federation of State, City and Municipal Employees General Unit – Mental Health Specialist 2 Bilingual Grade Change.

II. AGENDA ITEM SUMMARY

The current collective bargaining agreement between Lane County and the American Federation of State, City and Municipal Employees (AFSCME) General Unit expired on June 30, 2024. The parties participated in successor contract negotiations and through that process have reached a Tentative Agreement, which was ratified by AFSCME bargaining unit members on October 25, 2024.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Board previously authorized the County's bargaining team to enter into successor contract negotiations with AFSCME in accordance with the County's bargaining obligations under Oregon labor law. The Board established overall priorities, goals and objectives for the negotiation process, including, but not

limited to, awareness of the County's overall budget constraints and current limitations, uncertainty of future funding, rising health care costs, market competitiveness, recruitment and retention of talented staff.

B. Policy Issues

Labor negotiations focused on balancing the competing interests of maintaining a competitive position in the labor market and providing cost of living adjustments to the represented positions within the County's known and unknown budget constraints and addressing rising health care costs.

C. Board Goals

The ratification of this successor agreement is in alignment with Lane County's Strategic Priority #4 *"Invest in our employees who are the backbone of our organization and invest in our systems and organizational health so that employees can thrive and residents can experience a more effective government"*.

D. Financial and/or Resource Considerations

The AFSCME General Unit is funded through many different funds, including the General Fund. There are AFSCME General Unit positions in all departments except County Counsel and Human Resources.

Employees will receive an overall salary range adjustment of four percent (4%), retroactive to the first full pay period following July 1, 2024.

Employees in classifications listed in Attachment D will receive market adjustment grade changes as listed.

Employees will receive a cost of living adjustment (COLA) of four and three tenths percent (4.3%) for the first year of the contract. For each of the second and third years of the contract the COLA will be in alignment with the Consumer Price Index (CPI) CPI-U West region (Annual Average) for the calendar year preceding each fiscal year with a minimum of two percent (2%) and a maximum of five percent (5%), rounded to the nearest tenth.

Beginning January 1, 2025, new employees to the General Unit will be auto-enrolled in the deferred compensation program with an employee contribution of one percent (1%). Employees can choose to opt out or increase the contribution at any time.

Effective January 1, 2025, all new employees will have access to the High Deductible Health Plan (HDHP) and the Plus Plan for health insurance. Employees hired before that date will retain access to the Co-Pay Plan.

Effective January 1, 2026, the co-pay for specialist office visits will increase to thirty-five dollars (\$35.00) for the Plus Plan and fifty (\$50.00) for the Co-Pay Plan. Under the Plus Plan and the Co-Pay Plan, specialty drugs will require a 30% co-insurance, up to one-hundred dollars (\$100.00) employee maximum. All plans will

be subject to generic preferred drugs, with brand name drugs covered only when medically required by the employee's physician. An employee and their spouse/domestic partner enrolled in a Lane County medical plan who use tobacco products will pay a monthly surcharge of twenty-five dollars (\$25.00) per month per person.

Effective January 1, 2026, the annual out of pocket maximum will increase for all medical insurance plans and the ability for an employee to receive full funding of the HDHP deductible into a Health Savings Account/Health Reimbursement Arrangement (HSA/HRA) will be dependent upon completion of an annual Health Risk Assessment. Additional details are provided in the attached summary.

The total estimated additional cost for the tentatively agreed upon changes ranges from \$28,246,718 to \$36,618,252, depending on the final CPI-U COLA adjustments, over the three-year contract period.

E. Health Implications

No significant public health implications are known. Changes to the County health insurance plans include provisions for promoting healthy outcomes and ensuring sustainable, affordable healthcare for employees.

F. Analysis

The Tentative Agreement is a three-year contract from July 1, 2024, to June 30, 2027. It includes adjustments to wages, health insurance, and language changes from the previous agreement. Attachment A includes a summary of the changes.

G. Alternatives/Options

1. Delegate the County Administrator, the County's bargaining team, and County staff to execute the Tentative Agreement.
2. Reject the Tentative Agreement, which will result in the parties needing to return to the bargaining process.
3. Delegate the County Administrator, the County's bargaining team, and County staff to execute the grade change for the Mental Health Specialist 2 Bilingual classification.
4. Reject the grade change for the Mental Health Specialist 2 Bilingual classification, which will result in the parties needing to return to the bargaining process.

IV. RECOMMENDATION

AFSCME bargaining unit members have voted to ratify the Tentative Agreement. The County's bargaining team recommends approval of the Tentative Agreement, the grade change for the Mental Health Specialist 2 Bilingual classification and authorization to County staff to implement the proposed Tentative Agreement.

V. TIMING/IMPLEMENTATION

Following Board action, County staff will move to implement the approved contract language, wage and health insurance changes, and budget adjustments.

VI. FOLLOW-UP

The County's bargaining team will continue to collaborate with AFSCME to develop strategies for maintaining a healthy workforce focused on achieving the County's strategic goals and priorities.

VII. ATTACHMENTS

- A. Summary of proposed changes to the 2024-2027 AFSCME General Unit Collective Bargaining Agreement
- B. Board Order 24-11-05-12
- C. Board Order 24-11-05-13
- D. Negotiated Market Adjustment Grade Changes
- E. Redline of the 2024-2027 AFSCME General Unit Collective Bargaining Agreement

Summary of Proposed Changes to the 2024-2027
American Federation of State, County and Municipal Employees (AFSCME)
General Unit
Collective Bargaining Agreement

Definitions

- Updated “Demotion” definition to modify what grade change constitutes a demotion.
- Clarified definition of “Exempt Employee” with provisions to revisit should FLSA status change during the life of the agreement.
- General clean-up for “Permanent Position.”
- Updated “Promotion” definition to align with promotional practice under the Administrative Procedures Manual (APM).
- Defined the term “Reassignment.”
- General clean-up for “Seasonal Employee.”
- Updated “Transfer” for clarification and to align with the APM.

Article 1 – Recognition

- General clean-up

Article 3 – Deduction of Dues and Fees

- General clean-up throughout.
- Memorialized practice and requirements under PECBA for the County to only discontinue dues deductions at the request of the Union.
- Agreed to notify the Union of employees leaving the bargaining unit with the report on new bargaining unit employees.
- Memorialized practice of the Union providing copies to the County of employee. dues deduction authorizations.

Article 4 – Union Rights

- General clean-up throughout.
- Increased number of employees from 5 to 7 who can participate in negotiations without a loss in pay.
- Memorialized practice of the Union reimbursing the County for employee wage and benefits for those who utilize Union Leave.

Article 5 – Discipline and Discharge

- General clean-up throughout.
- Increased investigation and disciplinary timelines from 7 to 14 days.
- Increased number of arbitrators from 5 to 7 for selection from list provided the State Mediation and Conciliation Service.

- Modified process for extended timelines when an employee is subject to the disciplinary process is absent during the process and when external agencies are conducting concurrent investigations for the same allegations.

Article 6 – Grievance Procedure

- General clean-up throughout.
- Increased timelines where applicable from 7 to 14 days throughout.
- Added language to introduce suspension grievances at step 2 of the process.
- Extended timelines for step 4 from the date of the grievance meeting to the date of the step 3 response.
- Added language to provide extension under the time limits if the aggrieved employee is absent from the workplace during the procedure timelines.

Article 7 – General Provisions

- General clean-up throughout.
- Memorialized the process for County-provided information related to student loan repayment programs.

Article 8 – Selection/Promotion

- General clean-up throughout.
- Modified selection and promotion process to:
 - The County will notify all employees of unit vacancy and no longer require transfer or promotion interest lists.
 - Lateral transfer, reassignment, promotion opportunity timelines will run concurrently and will be referred to hiring authority in order of internal recruitment vacancy: reassignment, recall, transfer/promotion, outside recruitment.
- Added language for the County to provide written response when denying reclassification requests.
- Clarified downward reclassification voluntary demotion probationary period.
- Clarified process for determining pay grade placement for reclassification in alignment with the APM.
- Modified probationary periods to clarify various situations including temporary employees transferring to permanent positions, employees who transfer or promote during their initial hire probationary period, and employees who voluntarily demote.

Article 9 – Hours of Work and Overtime

- General clean-up throughout.
- Moved paragraphs to put in order of applicability for clarification.
- Memorialized process for allowing flexible schedules.
- Changed overtime calculation to actual time work, rather than rounding to the nearest 10th.
- Memorialized process and provisions for Juvenile Justice Specialists when they are unable to be relieved for unpaid meal periods while supervising youth.
- Added text messages to the communication methods for applicability of call-back pay.

Article 10 – Wages

- General clean-up throughout.
- Provided an overall all salary range adjustment of 4%.
- Provided grade adjustment for market alignment for 29 classifications.
- Provided cost of living adjustments based on the Consumer Price Index CPI-U West region (Annual Average) as follows:
 - Year 1 – 4.3% (annual average CPI-U for 2023)
 - Year 2 – Minimum of 2%, maximum of 5%
 - Year 3 – Minimum of 2%, maximum of 5%
- Updated language around out of class pay to align with practice under the APM.
- Added language to auto-enroll new employees in deferred compensation with an employee contribution of 1% of their wages – employees can opt out or increase the amount.

Article 11 – Leave Time and Holiday

- General clean-up throughout.
- Memorialized the addition of Juneteenth as an observed paid holiday.
- Changed compensation for work on a holiday for exempt employees from an alternate day off to accrual of comp time at the rate of 1:1.
- Updated sell back of Time Management (TM) leave to current process and removed requirement for having taken/scheduled an equivalent amount prior to the request.
- Clarified TM donation language which allows any employee to donate, regardless of Department.
- Increased Personal Time Off accrual in lieu of holiday pay or other leave accruals for temporary employees to account for the addition of Juneteenth as a paid holiday.
- Added provisions agreed upon in a Memorandum of Understanding (MOU) regarding the use of Paid Family Medical Leave (PFML) and interaction with other leave types.
- Modified language regarding short-term disability (STD) to memorialize procedures when employees claim PFML and STD concurrently.
- Added clarification to eligible familial relationships for County-paid bereavement and updated entitlements under the Oregon Family Leave Act (OFLA).
- Added reporting requirements if employees who serve jury duty are released prior to the end of their workday.
- Updated military training leave to align with current federal requirements.

Article 12 – Insurance and Related

- General clean-up throughout.
- Defined the term Employee + Other to mean family, including children, spouse or domestic partner.
- Clarified eligibility and plan limits for life insurance and accidental death and dismemberment insurance.
- Phased out access to the Co-Pay health insurance plan for new unit employees hired on or after January 1, 2025.

- Made plan design changes effective January 1, 2026, including generic preferred prescription, increased co-pay for specialty visits, surcharge for tobacco users and spouses who use tobacco, and increased deductibles (with incentive to have the deductible for the High Deductible Health Plan (HDHP) fully funded through an HSA or HRA-VEBA if the employee participates in a Live Well incentive program.
- Modified County contribution for HSA or HRA-VEBA beginning in 2026 for partial funding of the deductible for the High Deductible Health Plan by the County with ability to have the County fully fund the deductible if employees participate in the Live Well Incentive.
- Clarified eligibility for opt out payments for employees who do not utilize a County health plan.

Article 13 – Safety

- General clean-up throughout.
- Modified boot allowance to include additional types of safety-related footwear and added eligible classifications.

Article 14 – Training

- Added language requiring supervisors to respond to training requests in writing within 14 days.
- Clarified Mental Health Specialist reimbursement for costs related to clinical supervision as eligible if no County provided clinical supervision is available.
- Added section for continuing education to provide for paid training time and allowance for employees in specific classification to take required training to maintain their required license, certification or registration.

Article 16 – Layoff and Recall

- General clean-up throughout.
- Updated process to allow for primary and secondary recall notices to be sent concurrently with referral to the hiring authority in order as specified elsewhere in the agreement.
- Added language regarding wage placement if an employee accepts secondary recall to a lower salary range than they were laid off from.
- Increased recall period from 24 to 36 months.

Article 18 – Waste Acceptance Technician

- General clean-up through.
- Changed classification title “Waste Management Fee Collector” to Waste Acceptance Technician throughout.
- Added language to allow for part-time employees to flex time instead of using accrued leave within the work week.
- Added language to incorporate process for extra help employees transferring into permanent positions.
- Increased the probationary period from 6 to 12 months for alignment with the rest of the unit for employees who transfer from extra help positions to temporary or permanent positions.
- Removed no longer applicable language regarding use of TM within the first six months of employment.

- Added language to incorporate process for temporary employees transferring into permanent positions.
- Updated mileage reimbursement language to align with current State of Oregon regulations.
- Add provisions for mandatory on-call and overtime for these classifications.

Article 20 – Medical-Legal Death Investigators

- Added article for newly recognized classification to the unit.
- Added provisions for division of labor for supervisor to performing the duties for 50% of their time.
- Added provisions related to County provided uniforms, protective clothing and tools.
- Added language to memorialize process and provisions related to take-home County owned vehicles.
- Clarified date of modification of when the classification will be eligible for flexing schedules within the work week.
- Established procedures for missed unpaid meal periods.
- Established reporting expectations during emergency events.
- Provided paid time and related cost for training related to maintaining required certification.

Article 21 – Termination

- Updated dates to new agreement period, 2024-2027.

Appendix A – Non-Represented Positions

- Replaced list of non-represented positions with new classification titles.

Appendix B – Flex-Staffed Classification Series

- Added Land Management Technician series.

Appendix C – Classification Series

- Updated title of Waste Management Fee Collector to Waste Acceptance Technician
- Added Land Management Technician 1 and 2 to applicable series.
- Removed no longer used series of Cook and Juvenile Cook.
- Added MHO Care Coordination Specialist 2 and Community Service Worker, Sr to the Community Service Worker 1 to Mental Health Specialist 2 classification series.
- Added MHO Care Coordination Specialist 1 and 2 as a series.
- Added Land Management Technician 1, 2 and Sr. as a series.

Appendix D – Bilingual Classifications

- Added Administrative Assistant Bilingual and Peer Support Specialist Bilingual
- Removed Senior Community Health Analyst Bilingual, Senior Office Assistant Bilingual, and Senior Program Services Coordinator Bilingual.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-11-05-12

IN THE MATTER OF APPROVING THE
TENTATIVE AGREEMENT BETWEEN
LANE COUNTY AND THE AMERICAN
FEDERATION OF STATE, CITY AND
MUNICIPAL EMPLOYEES GENERAL UNIT-
2024-2027

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the American Federation of State, County and Municipal Employees General Unit; and

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

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

1. The attached Tentative Agreement between Lane County and the American State, County and Municipal Employees General Unit is approved, except grade placement for the Mental Health Specialist 2 Bilingual classification.
2. The County Administrator, the County's bargaining team, and County staff be authorized to execute the successor agreement on behalf of the County.

ADOPTED this 5th day of November 2024.

Laurie Trieger, Chair
Lane County Board of Commissioners

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 24-11-05-13

IN THE MATTER OF APPROVING THE
TENTATIVE AGREEMENT BETWEEN
LANE COUNTY AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, GENERAL UNIT
– MENTAL HEALTH SPECIALIST 2
BILINGUAL GRADE CHANGE

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the American Federation of State County and Municipal Employees General Unit; and

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

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

1. The Mental Health Specialist 2 Bilingual shall be placed on salary grade 042.
2. County staff are authorized to execute the grade change on behalf of the County.

ADOPTED this 5th day of November 2024.

Laurie Trieger, Chair
Lane County Board of Commissioners

Attachment D

AFSCME General – 2024 Grade Change Market Adjustments

Job Code & Classification	Current Grade	New Grade
A021 Accounting Clerk 2	21	23
C006 Administrative Analyst	31	32
C007 Administrative Analyst Sr.	33	40
F011 Animal Welfare Officer	24	26
F012 Animal Welfare Officer Sr.	28	29
J057 Building Safety Specialist 2	40	41
J055 Electrical Inspector	40	41
K001 Juvenile Counselor 1	29	30
K001B Juvenile Counselor 1 – Bilingual	31	32
K002 Juvenile Counselor 2	32	34
K002B Juvenile Counselor 2 – Bilingual	34	36
K014 Juvenile Justice Specialist	24	26
K014B Juvenile Justice Specialist – Bilingual	26	28
K016 Juvenile Justice Specialist Sr.	28	29
D003 Maintenance Specialist 1	14	18
D004 Maintenance Specialist 2	24	26
D011 Maintenance Specialist 3	28	32
TBD Medical-Legal Death Investigator	NREP-15	36
B011 Mental Health Associate	26	28
B068 Mental Health Specialist 1	32	35
B068B Mental Health Specialist 1 - Bilingual	34	37
B012 Mental Health Specialist 2	39	40
B012B Mental Health Specialist 2 - Bilingual	41	42
A037 Payroll Specialist Sr.	34	37
B080 Peer Support Specialist	16	19
J027 Planner, Sr	41	42
I023 Waste Acceptance Technician	13	16
B081 WIC Certifier	23	24
B081B WIC Certifier – Bilingual	25	26

AGREEMENT

between

LANE COUNTY, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 2831-GENERAL UNIT

AGREEMENT

~~2021-2024~~-2027

This Agreement is entered into by and between Lane County Board of Commissioners and the Sheriff, hereinafter referred to as the **COUNTY**, and the American Federation of State, County and Municipal Employees, Local 2831, hereinafter referred to as the **UNION**, and constitutes the sole and complete Agreement between the parties. All previous agreements between the parties, or any individual employee covered by this Agreement, are hereby suspended and superseded.

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 1, RECOGNITION, Section A.

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.

Demotion: The term "demotion" shall mean a change from one classification to another classification, voluntarily, with a salary ~~at least two (2) salary~~ grades lower at the midpoint than that of the previous classification, either within or outside of the department.

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.

Exempt Employee: The term "exempt employee" shall mean those employees who are ~~not covered by the designated as exempt under the federal~~ Fair Labor Standards Act (FLSA). Should the FLSA qualifications for exempt status change during the life of this Agreement, the parties agree to meet to revise related provisions accordingly.

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.

Fiscal Year: The term "fiscal year" shall mean the period from July 1 to June 30.

Good Faith: The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

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 the **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.

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

DEFINITIONS

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 workweek is less than forty (40) hours and less than eighty (80) hours in a pay period.

Pay Period: The term "pay period" shall mean two (2) workweeks.

Permanent Position: The term "permanent position" shall mean ~~a position~~s which ~~has~~ve been approved by the ~~COUNTY-Lane County~~ Board of Commissioners; which ~~are-is~~ included in the adopted **COUNTY** budget; which ~~are-is~~ budgeted in excess of 1040 hours in a fiscal year or equal to or greater than twenty (20) hours per week, and which work at least twenty (20) hours per week.

Permanent Employee: The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position.

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

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

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

Promotion: The term "promotion" shall mean a change from one classification to another classification, ~~which has a maximum~~with a salary grade at least 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.

Reassignment: The term "reassignment" means moving an employee, voluntarily or involuntarily, from one position to another within the same classification and department.

Recall:- The term "recall" shall mean the return of an employee on layoff to a permanent position in the bargaining unit.

Retire or Retirement: The term "retire or retirement" shall refer to an employee of Lane ~~COUNTY-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 ~~COUNTYCounty~~.

Seasonal Employee: The term "seasonal employee" shall mean a bargaining unit employee who is in a position which has been approved by the ~~COUNTY-Lane 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.

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. Temporary employees who remain in the same position for more than two (2) fiscal years will not have to reapply.

Transfer: The term transfer shall mean the change of an employee from one position to another within the same classification in a different departments ~~s~~ or from one classification to another at the same pay

DEFINITIONS

1 grade ~~or one grade lower, or a different grade that does not constitute a promotion or demotion,~~ either
2 within or outside the department.
3

4 **Work Time:** The term "work time" shall mean the time the employee actually spends performing
5 compensated work activities.
6

7 **Vacancy:** The term "vacancy" shall mean a position within the bargaining unit, which is to be filled on a
8 regular basis.
9

ARTICLE 1

RECOGNITION

Section 1 – Recognition

- (A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **American Federation of State County and Municipal Employees Council 75, Local 2831** (hereinafter the “~~union~~”-**UNION**”) as the sole and exclusive representative of all temporary, probationary and non-probationary employees in permanent positions exclusive of those employed in a confidential or supervisory capacity, extra help employees (subject to Section 1 (B) below), those employees employed in classifications represented in other bargaining units, and those employees employed in classifications listed in Appendix A or successor classifications. Nothing in this Agreement shall be construed to interfere with the rights of employees under the Public Employee Collective Bargaining Act (**PECBA**).
- (B) No extra help position shall exceed 520 hours in a fiscal year and no employee who is performing bargaining unit work in such extra help position~~s~~ shall work more than 520 hours in a fiscal year. Any employee in an extra help position who works in excess of 520 hours in a fiscal year shall be considered a temporary employee retroactive to the ~~-~~start of the current fiscal year or most recent date of hire in the fiscal year in which the employee transfers from a 520 to a 1040 position, whichever is later.

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 practices where, for example, a supervisor may perform limited bargaining unit duties as part of their regular work assignment.

ARTICLE 3

DEDUCTION OF DUES AND FEES

Section 1 – Deduction of Dues and Fees

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues, fees or any other employee assessments or authorized payroll deductions permitted under the Public Employee Collective Bargaining Act (PECBA) in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) The **UNION** shall provide to the **COUNTY** a list within the time frame identified in Section 5 below identifying the employees who have provided authorization for the **COUNTY** to make payroll deductions from the employee's wages for the purposes authorized under the PECBA. The **COUNTY** shall rely on the list to make the authorized deductions and remit payment to the **UNION**. The **COUNTY** shall not stop deductions without expressed written instruction to do so from the **UNION**.
- (C) The **COUNTY** shall deduct from the paycheck for the second (2nd) pay period of each month of all employees in the bargaining unit who have authorized such deductions the specified amount for payment to the **UNION**.
- (D) The **COUNTY** agrees to deduct on a monthly basis from the payroll check of employees covered by this ~~a~~Agreement who so request in writing voluntary contributions to be paid to the treasurer of American Federation of State County and Municipal Employees Public Employees Organized to Promote Legislative Equality, also referred to as "PEOPLE." In accordance with ORS 243.702, the parties agree that if these types of voluntary contributions are declared to be legally invalid at any point during the life of this Agreement, then this section shall be reopened for negotiation upon request by either party.

Section 2 – Deduction 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. Such statement shall include employee name, amount of deduction, pay period beginning or end date, amount of wages earned in the period and employee ID number.
- (B) The **UNION** agrees to fully defend and indemnify the **COUNTY** and hold the **COUNTY** harmless from any liability or claims, suits or proceedings arising out of the **COUNTY**'s ~~ss~~ faithful compliance with the terms of this Article and the provisions of ORS 243.806, provided the **COUNTY** notifies the **UNION** in writing of such claim and tenders the defense to the **UNION**. Reasonable costs incurred in the defense of the **COUNTY** by the **UNION** in any legal action or proceeding brought against the **COUNTY** for implementing or carrying out the provisions of this Article shall be borne by the **UNION**. The **COUNTY** agrees to cooperate fully in the defense of any claim. Nothing in this section shall be construed as to limit the **COUNTY**'s obligation to deduct and transmit dues and fees to the **UNION**.

Section 3 – New Bargaining Unit Employee Notifications

The **COUNTY** shall furnish within ten (10) calendar days of the date of hire to the **UNION** an electronic list, in Excel or similar spreadsheet, of new bargaining unit employees, who have accepted positions represented by the **UNION**, along with anticipated start dates, ~~or~~ notification of no new bargaining unit employees, and employees leaving the bargaining unit, by the close of business each Friday.- The list

ARTICLE 3
DEDUCTION OF DUES AND FEES

1 shall contain the name, employee ID number, classification, position number, department, position status
2 date of employment, bargaining unit designation and any other employee information in the **COUNTY's**
3 records that the **COUNTY** is legally obligated to provide.

4
5 **Section 4 – Timely Deductions**
6

7 A file listing new authorizations or changes in authorizations for employee **UNION** deductions shall be
8 submitted by the **UNION** to the **COUNTY** electronically by close of business on the business day
9 immediately following the end of the second (2nd) pay period of each month. The **COUNTY** agrees that
10 new or changed **UNION** payroll deduction authorizations submitted within the timeliness above shall be
11 deducted from the next issued paycheck for the previous applicable pay period.
12

13 **Section 5 – Monthly Audit**
14

15 The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit employees
16 with the list of employees who have authorized **UNION** deductions as provided for electronically by the
17 **UNION** to the **COUNTY** by the second (2nd) Wednesday of the second (2nd) pay period of each month.
18 The **UNION** agrees to provide the **COUNTY** copies of employee authorization forms upon request.
19

ARTICLE 4

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 Human Resources Director or designee can issue approval for the Union president to leave their station with supervisory notification. The **UNION** and its designated representatives shall conduct all business on other than **COUNTY** time except as authorized under PECBA or 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 **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.
- (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 the President and First Vice President of AFSCME Local 2831 and five (5) additional employees at any one time. The **COUNTY** will inform the **UNION** if they believe the selected employees will result in an operational impact. If this occurs, the **UNION** and the **COUNTY** will discuss potential adjustments.
- (E) The **COUNTY** agrees that accredited representatives of the **UNION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. **UNION** representatives shall first report their presence and intentions to the director of the appropriate department, or designated representatives, and shall conduct their activities in a manner which avoids loss of time or disruption of operations.

(F) Union Leave

- a. An employee, but not more than two (2) at any one time, nor more than one (1) from any Department, who accepts an official position with the **UNION** shall provide the COUNTY thirty (30) days advance notice and will be granted a Union leave of absence without pay not to exceed six (6) calendar months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of their intent to return to work thirty (30) calendar days in advance, and provided further that said employee is still qualified to perform the applicable job duties. Only one (1) leave shall be granted to an employee in any eighteen (18) month period.
- b. The UNION, within thirty (30) days of payment to the employee on Union Leave, will reimburse the COUNTY for payment of wages, benefits, Time Management accrual, use of accrued leaves, holidays, PERS, deferred compensation contributions, payroll taxes, and all other employer-related expenses, including days in which the employee is participating in bargaining. The COUNTY will invoice the UNION after each pay period for the described expenses.

ARTICLE 4
UNION RIGHTS

c. Employees on Union Leave will report any time away from the **UNION** position to their **COUNTY** supervisor for coding their timecard for use of Time Management or other accrued leave. The **COUNTY** will not incur overtime as a result of this Agreement.

a.d. The **UNION** will indemnify and hold the **COUNTY** harmless against any and all claims, damages, suits, or other forms of liability, including, but not limited to workers' compensation, which may arise out of any action taken or not taken by the **COUNTY** for the purpose of complying with these provisions.

~~(F)~~(G) **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)~~(H) The **COUNTY** agrees that where, in the judgment of the **COUNTY**, its operations will not be seriously disrupted, it will allow **UNION** Executive Board Members who are otherwise scheduled to work, but not more than ~~one (1)~~two (2) per department, to attend Executive Board meetings after 5:00 p.m. without pay.

Section 2 – PECBA Requests for Information

(A) In accordance with Appendix E 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 the **COUNTY** in the regular course of business, not exempt from public disclosure, and is subject to disclosure under PECBA. When the **UNION** submits to the **COUNTY** a request for information related to disciplinary matters involving a **UNION** represented employee, the **COUNTY** shall provide the **UNION** with an electronic copy of the final investigation report relied on by the **COUNTY**, including supporting documentation, at no charge to **UNION**. If the **UNION** requests information in addition to the documents described in this paragraph, the procedures set forth in ~~the MOU referenced above~~Appendix E shall apply.

(B) The **COUNTY** shall furnish the current names, mailing addresses, and any other employee information in the **COUNTY**'s records that the **COUNTY** is legally obligated to provide, of all bargaining unit members to the **UNION**, at no cost, no less than every one hundred twenty (120) days.

Section 3 – 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, for the purpose of determining whether a meeting is necessary.

Section 4 – COUNTY Information

The **COUNTY** agrees to furnish to the **UNION** electronically, at no cost, a copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, including amendments and additions. Within thirty (30) days after execution of this

ARTICLE 4
UNION RIGHTS

Agreement, the **COUNTY** will update the **UNION**'s copy of the above documents. The **UNION** will pay for additional copies of the Lane Code and the Lane Manual, if needed. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent an electronic copy.

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 the Public Employee Collective Bargaining Act or this Agreement including but not limited to:

(1) The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.

(2) The Parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **UNION**.

(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, such acts shall not be subject to the Arbitration Provisions (STEP 4) of the Grievance Procedure of this Agreement and further, if an Unfair Labor Practice Complaint 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.

Section 7 – Orientation of UNION Employees

The **COUNTY** agrees to comply with ~~HB 2016 (effective January 1, 2020)~~ ORS 243.804 and notify the **UNION** within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide at least thirty (30) minutes and no more than one hundred twenty (120) minutes for the **UNION** representatives to meet with new employees on paid time.

ARTICLE 5

DISCIPLINE AND DISCHARGE

Section 1 – Causes for Discipline

- (A) An employee who has completed the probationary period as defined in Article 8 of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four (4) tests must be met:
- (1) Was the employee forewarned of possible consequences of the conduct?
 - (2) Did the employee breach a rule or commit an offense as charged?
 - (3) Did the employee's act or misconduct warrant corrective action or punishment?
 - (4) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
- (1) Documented Oral Warning
 - (2) Written Reprimand
 - (3) Suspension
 - (4) Discharge
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform 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 the employee's job is impaired.
- (E) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence for which action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within ~~seven (7)~~fourteen (14) calendar days from the date the **COUNTY** had, or should reasonably have had, knowledge of the occurrence. The **COUNTY** shall notify the **UNION** when the investigation is complete and notice of charges and intended disciplinary action shall be provided to the employee and the **UNION** within ~~seven (7)~~fourteen (14) calendar days from the date of such notice. ~~the **COUNTY** determines the investigation is complete.~~ Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION** and advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney, or any outside agency.

Section 2 – Pre-disciplinary Hearing

When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee

ARTICLE 5
DISCIPLINE AND DISCHARGE

and the proposed disciplinary action; and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the recording and/or transcript to the **UNION**.

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

(B) The employee shall be entitled to have **UNION** representation, not to exceed two (2) **COUNTY** employees 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.

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 in writing or via email.

(B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident or deliver disciplinary action 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, or an external regulatory agency initiates an investigation, the time limits specified in this Article shall commence at the close of any related criminal investigation and/or legal action.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1 – Purpose

- (A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- (B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement 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~~encouraged 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, or their designee, pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person with the authority to respond with a proposed resolution, or their designee, on behalf of the **COUNTY**.

Section 2 – Grievance Steps

(A) **STEP 1**

- (1) The aggrieved party and/or designated representative ~~shall be encouraged to~~ first attempt to informally resolve the issue with the applicable supervisor. In the event ~~such attempt is unsuccessful~~no resolution is reached, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:

- (a) A statement of the grievance and relevant facts;
- (b) Applicable provisions of the contract; and
- (c) Remedy sought.

- (2) The supervisor shall attempt to resolve the grievance and shall furnish a written statement of their position within ~~seven (7)~~fourteen (14) calendar days.

(B) **STEP 2**

- (1) If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within ~~seven (7)~~fourteen (14) calendar days, the grievance shall be referred in writing within fourteen (14) calendar days to the applicable Department Director who shall designate a representative. The representative shall investigate the particulars of the grievance and shall attempt to resolve the issue within ~~seven (7)~~fourteen (14) calendar days of receipt, furnishing a written reply to the aggrieved party and the UNION within that time period.

- (2) Any grievance which involves suspension may be introduced at this step.

ARTICLE 6
GRIEVANCE PROCEDURE

(C) **STEP 3**

- (1) If, after proceeding through Step 2 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Department Director, no later than ~~seven (7)~~fourteen (14) calendar days from the date of the Step 2 response or date when said response is due.
- (2) The Department Director, or designee, and the **COUNTY's** Labor Relations Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 3 appeal.
- (3) The Department Director shall provide the **COUNTY's** written response within fifteen (15) days from the date of the Step 3 meeting.
- (4) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (5) Any grievance which involves discharge, or is of a class action nature, may be introduced at this step.

(D) **STEP 4**

If the Step 3 response from the **COUNTY** is not acceptable, the **UNION** may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employee Relations Board within thirty (30) days of the **COUNTY's** Step 3 ~~meeting~~response.

Section 3 – Arbitration Guidelines

- (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 (1) party, to be determined by lot, first striking off one of the ~~five-seven~~ (1 of ~~57~~) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- (B) The arbitrator shall have no authority to 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 wages and benefits actually lost during the period from sixty (60) 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.
- (D) The Decision and Award 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 and attorney fees.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

Section 4 – General Provisions

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives to investigate and process grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such authorization.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular business hours when county facilities are open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement or electronic communication from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings.
- (F) A mutually accepted resolution of a grievance reached at or after Step 3 of this procedure, and approved by the Department Head, shall have the same effect as an arbitration award on the department involved.

Section 5 – Time Limits

- (A) Any time limit in this Article 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 or by mutual consent via email. Should an aggrieved employee be absent from the workplace, time limits will be extended by the same number of days the employee is absent. 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.
- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of Paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

ARTICLE 7

GENERAL PROVISIONS

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 to new AFSCME represented employees a copy of, or electronic access to, this Agreement.

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 Human Resources, with the exception of the Department of Public Safety, where the employee's official Personnel File shall be maintained in that department.
- (B) All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. 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.
- (C) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation, provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.
- (D) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

Section 3 – Expense Reimbursement

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the Administrative Procedures Manual (APM) Chapter 2, Section 7.

Section 4 – Work Rules

The **COUNTY** shall furnish the **UNION** a copy of work rules and regulations in writing in a timely manner. The **COUNTY** will make copies available to all employees. Work rules or regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

Section 5 – Licenses

The **COUNTY** shall continue to reimburse employees for the cost of occupational licenses/certifications

and registrations required for the performance of their jobs.

Section 6 – Loan Repayment Programs

(A) For purposes of defining full time status of qualifying employment for Loan Repayment inquires, the parties agree the COUNTY will provide an employee's FTE status based upon the annual average of an employee's paid hours and eligible protected leave hours (including hours worked, time management, holidays, FMLA/OFLA and bereavement), unless the agency specifies other requirements or information. The COUNTY shall define full time to be thirty (30) hours or greater for the Department of Education's Public Service Loan Repayment Certification form.

Section 6-7 – Non-discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with applicable **UNION**, state and federal laws and regulations. Disputes arising under this provision, for which there is a legal remedy, may be processed through the grievance procedure but are not arbitral.

Section 7-8 – Uniforms

- (A) The **COUNTY** shall furnish a maximum of one hundred twenty dollars (\$120) for reimbursement of required uniforms and shall reimburse replacement costs to a maximum of one hundred twenty dollars (\$120) annually, provided that proof of needed replacement and actual purchase is furnished to the **COUNTY**.
- (B) The **COUNTY** shall furnish the following protective clothing for Animal Welfare Officers regularly assigned to field operations: two (2) pair pants, two (2) summer shirts, two (2) winter shirts, one (1) summer jacket (windbreaker), one (1) winter jacket, one (1) rain jacket.
- (C) Uniforms will be replaced as determined by the **COUNTY**. Uniforms purchased by the **COUNTY** are **COUNTY** property and shall be returned to the **COUNTY** upon termination of employment.

Section 8-9 – Parking

- (A) The **COUNTY** may raise parking fees to match fees in the market area, however only one (1) change may be made during the life of the contract.
- (B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) AFSCME represented employees stationed at the Lane County Adult Corrections facility and working for the Lane County Sheriff's Office shall be provided free parking.
- (B) The following parking provisions apply to employees working at the Community Health Center of Lane County, Riverstone Clinic:
 - (1) Staff will be allowed to park in the lot behind the Riverstone Clinic after 5:00 p.m. on weekdays and on weekends. Employees will be allowed the time necessary to move vehicles during the workday to address the parties' safety concerns.

- 1 (2) The parties agree to meet and develop mutually agreeable strategies to address safety
2 concerns raised by employees.
3
4 (3) All parties agree that, other than the times specified in item 1 above, no staff of the
5 Community Health Centers of Lane County will be allowed to park in the lot adjacent to the
6 Riverstone clinic.
7
8
9

ARTICLE 8

SELECTION/PROMOTION

Section 1 – Job Posting

~~(A)~~ Vacant bargaining unit positions, except those filled by lateral transfer or promotion as provided below, shall be posted for employment applications.

~~(A) Non-probationary bargaining unit members who desire promotion may submit a request to be considered for promotion to the Human Resources office at any time. Such request shall specify the classification(s) to which the employee wishes to be promoted. When a position in a classification for which an employee has filed a promotional request becomes vacant, the employee will be notified and may apply.~~

~~(B) Where the COUNTY believes that fewer than three (3) qualified bargaining unit employees will apply, the COUNTY shall have the option of posting the vacancy in-house or recruiting from outside the bargaining unit.~~

Section 2 – 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 3 – Promotional Preference

Permanent, non-probationary bargaining unit employees who complete an official employment application and who meet the minimum qualifications for the classification shall be granted promotional preference for all bargaining unit classifications.

(A) All postings will be displayed in a central location electronically through the **COUNTY**'s website. Further, Supervisors/Hiring Authorities shall notify all AFSCME staff of positions opening within their respective departments.

~~(B) Employees may fill out the AFSCME Promotional Request form at any time of the year and will be immediately added to the promotion list.~~

~~(1) Completing the AFSCME Promotional Request form only guarantees that the employee will be sent a recruitment announcement. Once the employee has been notified of the promotional opportunity, the employee must complete an employment application for the vacant position.~~

~~(2) Employees who will be absent from work for more than one (1) week have a responsibility to notify Human Resources in writing or by e-mail of where they may be reached if they want to be notified of any promotional opportunities.~~

~~(3) Employees should keep a copy of the completed promotional request form in order to help themselves remember positions for which they have requested promotional notification. Employees will receive notification only of those positions listed on their promotional request form.~~

~~(4)~~(1) Employees can keep themselves informed of current posted positions by accessing the on-line County Employment Opportunities web page.

~~(5)~~(2) Employees must keep Human Resources notified of their current address, email addresses and phone number.

~~(C)~~(B) ~~Human Resources staff will accept electronic and/or paper Promotional Request forms and maintain an up-to-date promotional request file.~~ When a vacant AFSCME position is posted, Human Resources will ~~send a copy of the recruitment announcement individually to the~~ notify all employees ~~on the promotional notification list for that classification~~ via the employee's current email addresses on file.

~~(D)~~(C) Promotional preference will occur subject to the following:

(1) As determined by the **COUNTY**, promotional eligibility shall be based on:

(a) Supplemental scoring and/or examination score;

(b) Seniority ~~—~~ The weight of the supplemental scoring and/or examination shall be one hundred (100) points with a passing score of seventy percent (70%). All employees who achieve a score of at least seventy percent (70%) will receive seniority points at the rate of two (2) points for each six (6) months of employment up to a maximum of sixty (60) points (fifteen (15) years of service).

(c) Veteran's Preference – Employees who are veterans will have five (5) points added to their score. Employees who are disabled veterans will have ten (10) points added to their score. Employees must include the appropriate documentation verifying their veteran status, a DD214 or DD215 long form and/or disabled documentation, for each position for which they apply.

(2) Candidates for internal promotion as determined in Paragraph 1 above and all veterans who meet the minimum and special qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

(3) All employees on layoff status shall be given an opportunity to apply for any bargaining unit vacancy in any classification which has a pay grade 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.

(D) If a minimum of three (3) qualified applicants who are currently members of the bargaining unit apply for the position and receive a score of at least seventy percent (70%) on the supplemental scoring/examination as specified in Section 3 ~~(DC)~~ above, all internal candidates who score at least seventy percent (70%) and all veterans who meet the minimum and special qualifications shall be referred to the appointing authority for an employment interview. The appointing authority may select any of the candidates referred.

Section 5.4 – Lateral Transfers Internal Recruitment

(A) Lateral transfers and reassignments are generally made from one authorized position to another within the same classification. Lateral transfers may also be made to other classifications at the same pay grade ~~or one (1) pay grade lower or a different grade that does not constitute a promotion or demotion.~~ either within the department or in a different department, provided that employees wishing to transfer can demonstrate that they meet the minimum qualifications for the

new classification. The **COUNTY** may require an employee wishing a transfer to pass the same test required to qualify for promotion.

~~(B) Supervisors/Hiring Authority will notify all employees within their department of any vacant position before going to the recall or transfer list to allow any interested qualified staff member in the same classification the option of a reassignment of duties. After any reassignments occur, the department will notify Human Resources of the vacant position with specific information. Human Resources will assist with the educational process by checking to see that departments have dealt with internal reassignments before requesting a transfer list or that a position be posted. Reassignment will not be required if the only eligible employees are within the program and location opening the recruitment.~~

~~(C) Lateral transfers will only be considered when a position becomes vacant unless there are two or more transfer candidates who can "trade" positions. Non-probationary employees wishing to trade positions in the same department and classification shall contact Human Resources to make the request. If an employee is interested in being considered for lateral transfer, the employee must submit a written request for lateral transfer, clearly explaining the employee's interests, to Human Resources (or the Department of Public Safety for positions within that Department). The request must be received before a position is posted in order for a transfer request to be considered. Human Resources staff will accept electronic and/or paper Transfer Request forms and maintain an up to date transfer file.~~

~~(D)(B) Employees are responsible for updating and maintaining their electronic and/or paper Transfer Request form. When a vacancy occurs, Human Resources will send a courtesy reminder notice to all employees each week with information on the current Internal Job Opportunities during the first week of January each year to update or maintain their Transfer Request form. The reminder notice will be sent electronically; however, in sections of the County where employees do not have access to computers, supervisors will post reminders the notices in a central location within two (2) business days. Employees who will be absent from work for more than one (1) week have a responsibility to notify Human Resources in writing or via e-mail of where they may be reached if they want to be considered for any transfer or promotional position. Further, employees must keep Human Resources notified of their current address, personal email address and phone number.~~

~~(C) When a vacancy occurs, order of internal recruitment will occur as follows:~~

~~(1) Reassignment: Human Resources will contact appropriate non-probationary employees on the transfer list, as defined above, in Section 5 (A) who are eligible and in positions of the same classification within the department to determine employees' interest in a reassignment to the specific position. All employees indicating an interest within five (5) business days will be referred to the department for an informal interview consideration. Included with this list will be an outline of appointing authority responsibility.~~

~~(4)(2) Recall: If no eligible employees are selected for reassignment, Human Resources will contact persons eligible for recall per the provisions of Article 16, Section 2.~~

~~(E) When the department receives the list of transfer candidates from Human Resources, the memo will be specific in what the department's responsibilities are towards those candidates.~~

~~(4)(3) Transfer and Promotion: When an opening occurs in the appropriate classification, if no eligible employees are selected for reassignment or recall, Human Resources will post the position internally and notify employees as described in paragraph (B) above. All employees indicating interest in the position within no less than seven (7) days and no more than fourteen (14) days, determined at the time of posting, will be referred to the hiring authority in~~

order of transfer and veteran's preference candidates, then promotional candidates.
Transfer, promotional, and veteran's preference candidates shall be referred for interviewed
for the position before posting the vacancy for Outside Recruitmentthe position is posted. The
hiring authority must contact all transfer candidates to schedule interviews. If unable to
contact candidates immediately, the hiring authority will continue to try to make contact for at
least three (3) days.

(F)(D) Departments are not required to fill a position with a reassignment, transfer, or
promotional candidate, unless the provisions of Section 3 (D) of this Article apply. They may elect
to post the position pursuant to Section 1 of this Article.

~~Accepting a transfer position will remove the employee's name from the transfer list. The
employee will be required to contact Human Resources and complete a new transfer request
form to be placed back on the transfer list.~~

Section 45 – Outside Recruitment

(A) Outside recruitment means solicitation of applications through a public posting open to any
qualified person.

(B) If no candidate is selected through the process outlined in Section 4 above or fewer than three (3)
qualified employees apply for promotion and receive a score of seventy percent (70%) on the
supplemental scoring/examination as indicated in Section 3 (D) above, the appointing authority
may select one of the qualifying internal applicants or ~~applications may be accepted from other~~
~~sources~~ proceed with outside recruitment.

(C) For each ~~vacancy outside~~ recruitment, candidates from all sources, including all promotional
candidates who have scored seventy percent (70%) or more on the supplemental
scoring/examination as well as all veterans who have met the minimum and special qualifications,
shall be referred to the appointing authority for an employment interview. The appointing authority
may select any of the candidates referred.

Section 6 – ~~Department of Public Safety Positions~~

(A) All bargaining unit positions within the ~~Department of Public Safety Sheriff's Office, District~~
~~Attorney's Office, or division of Parole and Probation~~ shall be excluded from Sections 4-3 through
5 of this Article ~~except that Section 1 (A) and Section 2 of this Article shall apply.~~

(B) Bargaining unit employees working in ~~the Department of Public Safety~~public safety positions as
defined in paragraph (A) shall be fully eligible for promotional preference for all other bargaining
unit positions as provided in this Article.

Section 7 – Reclassifications

The following shall govern the reclassification of filled positions in the bargaining unit:

(A) Incumbents in positions being reclassified upward must meet the minimum qualifications for the
new classification.

(B) If, over time, the complexity or level of responsibility of a position increases, the department may
submit a request for reclassification to Human Resources. Affected employee(s) shall be notified
of all requests for reclassification.

- (C) If an employee believes the duties of the position have changed sufficiently to justify a reclassification, the employee may request a reclassification from the department. Should the department and Human Resources determine an upward reclassification is appropriate, the effective date of the reclassification shall be retroactive to the first full pay period following the date the employee submitted the request. If the reclassification request is denied, the COUNTY will provide a written response and include the reason for denial in the response.
- (D) If an upward reclassification of a vacant position is predicated on a reorganization, all interested employees within the department presently classified in the next lower classification level and who meet minimum qualifications shall be interviewed for the position. Selection will be based on experience, qualifications and seniority from amongst those employees interviewed. The **UNION** and all eligible employees will be notified of the opportunity.
- (E) If a position is reclassified downward, the layoff procedures of this Agreement, Article 16 shall take effect, unless the incumbent employee elects voluntary demotion to the reclassified position and will not be subject to provisions of Section 9 (E).
- ~~(D)~~(F) The **UNION** and the affected bargaining unit employee shall be notified of all final classification decisions within ten (10) days.

Section 8 – Flex Staff Series

After an employee has been employed at the entry level in a flexibly staffed classification for a period of one (1) year, the employee may be advanced to the journey level subject to the following:

- (A) The employee is remaining in the same position.
- (B) The employee meets the minimum qualifications for the journey level.
- (C) The employee is performing, at an acceptable level, the duties of the journey level.
- (D) An employee, who has been at the entry level for eighteen (18) months or more, may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.
- (E) Denial of a request to move to the journey level may be appealed by filing a written appeal with Human Resources within fourteen (14) days of receiving the denial from the Department Director.
- (F) The County Administrator, or designee, shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.
- (G) Upon moving from the entry level to the journey level, an employee shall be placed at the appropriate on-a-step in the journey level pay grade as determined by a wage analysis, or at the step on the new salary grade that results in at least a five percent (5%) increase, whichever is greater, in the journey level pay grade with a minimum of a five percent (5%) salary increase.
- ~~(G)~~(H) Flexibly staffed classifications are those classifications identified in Appendix B.

Section 9 – Probationary Period

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the ~~probationer-employee~~ 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) Employees hired on or before December 31, 2021 shall serve an initial probationary period of six (6) continuous months worked. Effective January 1, 2022, n~~New bargaining unit employees and temporary employees transferring to permanent positions shall serve an initial probationary period of twelve (12) continuous months worked. Employees failing to receive a successful or better evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) days with the consent of the **UNION**. During such extension, the employee shall be entitled to all benefits under this Agreement except that they may not grieve termination of employment.
- ~~(D) Employees who have completed the initial probationary period and~~ are transferred from one position to another but do not change classifications, or employees who are reclassified, shall not serve a new probationary period. Employees who have not completed the initial probationary period and accept a transfer will serve the remainder of their initial probationary period or six (6) months from the transfer date, whichever is longer.
- ~~(C)(E)~~ Non-probationary employees who voluntarily demote to another classification shall serve a new probationary period of six (6) months in the new classification and receive a new merit eligibility date effective on the day the demotion becomes effective unless they are demoting to a classification they have previously held and successfully completed the probationary period. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new position or classification, shall receive recall rights to their previous classification prior to the voluntary demotion.
- ~~(F) Non-probationary E~~employees who are promoted to another classification shall serve a new probationary period of six (6) continuous months worked in the new classification. 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.
- ~~(G) Probationary employees who are promoted to another classification will serve the remainder of their initial probationary period or six (6) continuous months, whichever is longer, in the new classification.~~ Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirement of the new position or classification, at any time during the probationary period, shall be returned to the previously held position or classification in the former department provided there is a vacant position or and the provisions in paragraph (B) above shall apply~~provided the employee completed the initial probationary period prior to the promotion.~~
- ~~(D)(H)~~ Employees rejected in probation shall not be eligible to compete for a position in the

1 same classification under the same work unit for a period of one (1) year.

2
3 ~~(E)~~(I) Any probationary employee not notified of performance deficiencies noted during the first
4 one-half (1/2) of the probationary period may assume such performance has been acceptable to
5 date. It is understood that such performance does not presume continued employment for the
6 balance of the probationary period.
7
8

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 1 – Workday/Workweek

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

Section 2 – Normal Work Schedule

An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek.

Section 3 – Employee Work Schedule

- (A) It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency or when the change is initiated by an employee, the **COUNTY** shall notify the employee affected at least ten (10) calendar days prior to implementation of such changes, but in no event shall they be posted less than fourteen (14) days prior to the onset of the work period. Regular work schedules shall be established as far in advance as the **COUNTY** reasonably feels is practical. The ten (10) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.
- (B) It is understood that employees shall not have the privilege of selecting work schedules; however, the **COUNTY** shall make a good faith attempt to avoid making changes in working schedules which result in an expressed undue hardship to affected employees and will, within operational limitations, consider requests for shift length and/or shift preference. While the **COUNTY** shall retain the final decision relative to work schedules, any voluntary agreement reached between a Department Director and the affected employees which is consistent with the Agreement, relative to work scheduling procedures and criteria shall be followed unless amended.
- (C) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency shall be defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.
- (D) Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this Agreement.
- (E) It is understood that Animal Welfare Officers within Lane County Animal Services shall have the privilege of selecting work schedules based on seniority provided that work schedule requests are made prior to January 31 and July 31 of each year. Such exercise of seniority shall be limited to two (2) selections per each calendar year.
- (F) Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days on a shift change without a day off.

Section 4 – Alternate Work Schedules

- (A) In the event the **COUNTY** initiates work schedule changes resulting in a change in the number of days per week or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations. It is agreed that in no event shall an employee be required to work more than forty (40) straight time hours in the workweek.
- (B) An employee may submit a written request to the appropriate supervisor for an ongoing change in work hours and/or workdays of the employee's work schedule. Such requests may provide a four (4), ten (10) hour day or a four (4), nine (9) hour day and one (1), four (4) hour day or other schedules provided, however, no schedule shall be allowed which in any way conflicts with the Fair Labor Standards Act.
- (C) When an employee works a four (4), ten (10) hour day work schedule pursuant to Section (A) above, or an alternate work schedule pursuant to Section (B) above, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.
- (D) Supervisors shall make a good faith effort to accommodate requests for an alternate work schedule, will respond in writing within fourteen (14) days of the request and if denied will include the reason. The final decision to grant or deny any request for an alternate work schedule shall be at the sole discretion of the Department Director and the decision shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 5 – Flex Schedules

- (A) Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an Exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, the employee may work the necessary time without prior supervisory approval.
- (B) Non-exempt employees may flex their work schedule within a workday or workweek under the following provisions:
- (1) Employees must have advance written/e-mail supervisory approval for planned absences, such as medical appointments, etc. with at least one day in advance notice (same-day requests will not be approved, except for emergent situations as outlined in paragraph b. below). For example, if an employee has a doctor appointment from 8:00 am – 9:00 am and wishes to work until 6:00 pm that same day to make up the hours, they must seek supervisory approval at the time of requesting the absence for the appointment. In this example, the hour from 5:00 pm – 6:00pm would not be eligible for overtime or compensatory time.
- (2) Employees must obtain supervisory approval in writing/by email to flex their schedule for emergent situations. For example, if an employee must take part of a morning off to arrange for unexpected childcare or medical care issues, they must seek supervisory approval to flex their time into the evening or on a different day in the normal workweek to make up the hours. Supervisors and managers will grant requests equitably among similarly situated employees.
- (3) Supervisors will consider all impacts to operational or business needs when approving or denying requests. It will be management's sole discretion in approving or denying requests. Supervisors will respond in writing within two (2) business days of the request and if denied will include the reason.

(4) Denial of temporary flex schedule changes are not subject to the grievance procedures of this Agreement or any other appeal process.

(5) The **COUNTY** retains the final decision relative to work schedules as outlined in Article 9, Section 3 (B).

(4)(6) The flexing of schedules must not interfere with the statutory and contractual obligations for employees to receive rest and meal periods.

Section 5-6 – Overtime

(A) When the **COUNTY** requires non-exempt employees to work overtime, the following shall apply:

(1) Authorized overtime work shall be compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.

(2) Except as modified by Sections 3 and 4 above for full-time employees, except those who go into a leave without pay status during the workweek, all paid time in excess of forty (40) hours in any workweek or eight (8) hours in a day shall be considered overtime work. Overtime will be paid for all hours worked beyond the normal scheduled work hours.

(2)(3) For part-time employees and full-time employees who are not in a paid status for forty (40) hours in a workweek, all additional hours worked will be paid on a one-to-one basis (1:1) up to forty (40) hours per week. Hours over forty (40) in a workweek shall be considered overtime. Additionally, except as modified by Section 4 and 5 above, all time worked in excess of eight (8) hours in a workday shall be considered overtime work.

(3)(4) 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)(5) 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)(6) Overtime shall be compensated only once for the same hours worked.

(6)(7) Overtime shall be ~~calculated to the nearest tenth (10th) hour~~ recorded based on actual time worked.

(7)(8) Any nonexempt 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, provided that said employee has worked forty (40) regular hours in the workweek. For the purposes of this provision, the first day worked will be the employee's first scheduled workday in the workweek.

(8)(9) The classifications exempted from the provisions of this section are indicated in Schedule A, Salary Schedule attached hereto.

(B) When the needs of the **COUNTY** require exempt employees to work overtime, the following shall apply:

- (1) Overtime work shall be compensated at the rate of one (1) hour of compensatory time off for one hour of overtime worked.
 - (2) All hours worked in excess of forty (40) paid hours in any workweek or eighty (80) paid hours in a pay period shall be considered overtime work.
 - (3) The **COUNTY** expects exempt employees to exercise prudent judgment in the scheduling of their time to minimize any overtime work.
 - (4) The **COUNTY** agrees to recognize and consider seniority in regards to required overtime assignments.
 - (5) Overtime shall be compensated only once for the same hours worked.
 - (6) Overtime shall be ~~calculated to the nearest (nearest tenth (10th)) hour~~recorded based on actual time worked.
- (C) Full-time employees may accrue up to a maximum of eighty (80) hours of compensatory time. The maximum compensatory time allowed for part-time employees will be forty (40) hours. All time recorded over maximum accrual will be paid out.
- (D) Any unused accumulated compensatory time off shall be paid out at the time of termination, death or transfer to another department.

Section 67 – 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. Those employees specifically required to remain at their work site and perform work in lieu of a meal period will receive pay for the time worked at one and one-half (1-1/2) times the regular hourly rate.
- (D) 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**.
- ~~(E)~~ Employees on the swing or graveyard 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)(F)~~ When the **COUNTY** has made a good faith effort to schedule meal breaks for employees in the Juvenile Justice Specialists classification series using available staffing options while also ensuring the appropriate supervision of youth, and cannot ensure schedule unpaid meal times without severely impacting operations and creating an undue hardship for the **COUNTY**, employees shall be paid for meal time at the applicable straight or overtime rate.

Section ~~7~~ 8 – Cleanup Time

Employees shall be afforded necessary time, as determined by the **COUNTY**, for the purpose of cleanup prior to the conclusion of the workday. Animal Welfare Officers will be allowed to change out of their uniforms during this time.

Section ~~8~~ 9 – Reporting Place

(1) Non-exempt employees shall report to their regular 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.

(2) Exempt employees shall report to work so as to meet the requirements of their jobs.

Section ~~9~~ 10 – Call-back Pay

(A) For all employees, other than indicated below, who are required to report back to the worksite prior to their next scheduled shift shall be paid a minimum of two (2) hours of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater. For employees in the Department of Technology Services who are required to perform work off-site via remote access prior to their next scheduled shift will be paid a minimum of one (1) hour of pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater.

(B) An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of one (1) hour pay at the applicable straight or overtime rate.

(C) 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 or text message 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 in accordance with Article 9, Sections 1 and 5. If a phone call exceeds one-half (1/2) hour in duration, the employee shall be compensated for the actual time of the call. An employee called back a second time within the time frame of the original call back will not be eligible for an additional call-back pay. Exempt employees' compensation will be in the form of compensation time at the rate of one (1) to one (1).

Section ~~10~~ 11 – Shift Differential

The **COUNTY** agrees to pay a shift premium of three percent (3%) of the employee's normal base hourly rate in addition to the established wage rate ~~or twenty-five cents (\$0.25) per hour, whichever is greater~~ for all hours worked on swing shift or five percent (5%) of the employee's normal base hourly rate for all hours worked on graveyard shift. The swing shift shall be considered any shift with hours primarily between 1600 and 2400. The graveyard shift shall be considered any shift with hours primarily between 2400 and 0800.

Section ~~11~~ 12 – On-Call Time

(A) An employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of one (1) hour regular wage per day on scheduled workdays and two (2) hours regular wage per day on scheduled days off. If the individual is called to work, they will be paid for the actual hours worked at the applicable straight or overtime rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on-call more than

fourteen (14) days in a twenty-eight- (28) day period.

(B) It is understood that qualified Maintenance Specialists shall have the privilege of bidding by seniority between January 1 and January 31 of each year for the rotating on call coverage. Qualified employees shall mean those employees that have worked for the facilities maintenance division for one (1) year or have been approved by the facilities manager to work independently. Employees will be assigned beginning Fridays at 3:00 p.m. to be on call until the following Friday at 2:59 p.m. Employees will be compensated for seven (7) days, seven (7) twenty-four (24) hour periods, of on call time. Employees will begin to claim the on call pay beginning on Saturday and ending on the following Friday. Employees will not claim on call pay on the Friday they begin the on call week.

ARTICLE 10

WAGES

Section 1 – Salary Ranges Adjustments

(A) ~~Effective the first full pay period following July 1, 2024, the salary ranges in effect at the time of the Lane County Board of County Commissioners' approval of this Agreement shall be those set forth in Schedule A and attached hereto, which will include a four percent (4%) increase to all salary ranges and market adjustments for negotiated classifications. Employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement by the COUNTY will move to the new salary ranges and retain the step they held at the time of the adjustment(s). Effective the first full pay period following July 1, 2021, employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement by the COUNTY in the classifications with a negotiated market adjustment will move to the negotiated pay grade. Employees will be placed at a step closest in pay to their current step which does not result in a decrease in pay.~~

~~(E) Effective the pay period in which the Board of County Commissioners approve of this Agreement all employees on the payroll on the date of approval will receive a one-time payment of one thousand three hundred dollars (\$1,300.00).~~

(B) Cost of Living Adjustments

a. Effective the first full pay period following July 1, ~~2024~~2024, employees on the payroll on the date of the Lane County Board of County Commissioners' approval of the *Agreement* by the **COUNTY**, shall receive a cost of living adjustment (COLA) equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2023, by four and three tenths percent (4.3%). ~~a two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule A and attached hereto. The salary range shall be set forth and attached hereto in Schedule A.~~

b. Effective the first full pay period following July 1, ~~2022-2025~~, employees on the payroll on that date shall receive a COLA equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2024, by no less than two percent (2.0%) and no more than five percent (5.0%) rounded to the nearest tenth. ~~two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. salary ranges shall be set forth in Schedule B and attached hereto.~~

c. Effective the first full pay period following July 1, ~~2023~~2026, employees on the payroll on that date shall receive a COLA equivalent to the CPI-U West region (Annual Average) percentage for calendar year 2025, by no less than two percent (2.0%) and no more than five percent (5.0%) rounded to the nearest tenth. ~~two percent (2%) cost of living adjustment (COLA) and the pay ranges shall be changed to reflect the increase. The salary ranges shall be set forth in Schedule C and attached hereto.~~

(C) The **UNION** will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the **COUNTY** will provide all available information regarding revenue and expenditures and financial forecasting models to the **UNION** and will meet at least quarterly to discuss the **COUNTY's** financial situation. Within fourteen (14) days following final budget action by the Lane County Board of

~~County~~ Commissioners, the **COUNTY** shall provide the impact statements included in the budget document for the reduction and addition of personnel to the **UNION**.

Section 2 – Steps in Compensation Plan

~~(A) Effective the first full pay period following July 1, 2021, the compensation plan shall be based on a nine (9) Step schedule by eliminating the bottom step, with the steps being equally spaced between the low and high ends of the salary range for each classification. Employees on the bottom step of the current salary schedule on the payroll on the date of approval by the Board of County Commissioners, will move to the new Step 1, retroactive to the first full pay period following July 1, 2021.~~

~~(B)(A)~~ Employees hired on or before December 31, 2021 at Step 1 of the compensation plan shall advance to Step 2 upon the completion of six months of employment with the **COUNTY**. Otherwise, ~~s~~Step increases shall occur at twelve (12) month intervals unless the employee receives “needs improvement” or lower rating on their performance evaluation.

~~(C)(B)~~ Employees who are denied a step increase must be notified in writing prior to the scheduled date of the increase. The notice must identify the areas of deficiency. Employees will be given the opportunity to sign the notice. Employees who are denied a step increase may utilize either the Administrative Procedures Manual (APM) evaluation appeal process or may use the grievance procedure in Article 6. The only permissible claim of contract violation is a management rights violation because the performance deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable. The parties agree to make every reasonable effort to resolve the issue at or before Step 3 of the grievance process.

~~(D)(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 over the proposed wage rate within that same period.

(C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures described in Article 17, Section 1 (B) shall apply.

Section 4 – Salary Protection

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

Section 5 – Out of Class

- (A) An employee temporarily 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~~ minimum hourly rate of the higher classification, or five percent (5%) above the regular position's rate, whichever is higher, for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees shall not be assigned in a trainee status solely for the purpose of avoiding the provisions of this Section.
- (B) All assignments in training shall be authorized in writing upon the employee's request.

Section 6 – Bilingual Differential

- (A) Positions designated as bilingual will receive five percent (5%) additional compensation above the base classification pay.
- (B) Bilingual designation is an adjunct classification, as indicated in Appendix D. The classification specifications will include bilingual skills of a specified level in a specified language or languages. For example, an OA2 position requiring bilingual skills would be designated as OA2-B.
- (C) The **COUNTY** shall determine which positions shall be designated as "B" classifications.
- (D) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to meet the minimum qualifications for the classification specification; this may include testing current employees on an ongoing basis to meet qualifications as determined by the **COUNTY**.
- (E) A "B" designated classification shall be considered a separate classification for the purposes of Article 16. In order for an employee in a non-"B" designated classification to bump into a "B" designated classification; the employee must meet the minimum qualification for level of fluency for the "B" designated classification.
- (F) The **UNION** may obligate the **COUNTY** to a formal classification review on two classifications to be designated as adjunct "B" classifications in addition to the six such classification reviews delineated in Article 19, Sections ~~(1)~~ TM and (2).

Section 7 – Direct Deposit

The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless, the **UNION** is provided no less than thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the following protocols:

- (A) All employees hired after March 22, 2001, shall have their payroll transmitted via direct deposit.
- (B) Employees hired before March 22, 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 who have no access to Employee Self-Service will continue to receive a payroll advice.
- (D) Direct deposit may be made to multiple financial institutions at the same time.

(E) Subject to the conditions contained in subsection (F) herein, payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.

(F) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section of this *Agreement*, payroll subject to direct deposit will normally be available on the day before said Friday.

Section 8 – Deferred Compensation

(A) For employees in permanent positions ~~on the date of approval by the Board of County Commissioners, effective the first full pay period following July 1, 2021,~~ the **COUNTY** will contribute one percent (1%) of the employee's PERS subject wage rate to the **COUNTY's** deferred compensation providers.

(A)(B) Effective January 1, 2025, each eligible and qualified new employee will be auto-enrolled in the **COUNTY's** deferred compensation program with an employee contribution of one percent (1.0%) of their wage. Employees can choose to opt out of the contribution or increase the contribution amount.

(C) Employees shall be responsible for ensuring their account does not exceed the maximum allowed under IRS rules.

ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 – Holidays

- (D) 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	Independence Day
Martin Luther King's Birthday	Labor Day
(3 rd Monday in January)	(1 st Monday in September)
Presidents' Day	Veterans' Day
(3 rd Monday in February)	(November 11)
Memorial Day	Thanksgiving Day
(Last Monday in May)	Christmas Day
<u>Juneteenth</u>	
<u>(June 19)</u>	

- (E) 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 employee who:

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

- (F) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section/work group are working a five (5) day, eight (8) hour work schedule they 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 (8) hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section/work group 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 each holiday as follows:
 - (a) During the week of a holiday, the **COUNTY** may permit part-time employees an

opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.

(b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part-time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs can be met. When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

(c) If the **COUNTY** does not permit part-time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.

(d) If part-time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.

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

(a) Pay for each designated holiday which falls on a day the employee otherwise would work, and

(b) In addition to compensation under (a) above, a nonexempt employee required to work on a holiday shall receive, one and one half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.

(c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive ~~alternate one to one (1:1) compensatory~~ time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.

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

(G) Holiday 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. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following thirty (30) calendar days.

(H) 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.

(I) 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 between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part-time and eligible temporary employees who are not covered under Section 3, Personal Time Off, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

Section 2 – Time Management

(A) Purpose

It is the purpose of the Employee Time Management (TM) Program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

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

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

(C) Accumulation

Except as limited in subsection 5, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

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

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 – 12 mos. (0 to 1 yr.)	20.0 days/yr	6.154 hrs/pay period
13 – 24 mos. (1 yr to 2 yrs)	23.0 days/yr	7.077 hrs/pay period
25 – 48 mos. (2 yrs to 4 yrs)	26.0 days/yr	8.000 hrs/pay period
49 – 108 mos. (4 yrs to 9 yrs)	29.0 days/yr	8.923 hrs/pay period
109 – 168 mos. (9 yrs to 14 yrs)	32.0 days/yr	9.846 hrs/pay period

169 – 228 mos. (14 yrs to 19 yrs)	35.0 days/yr	10.769 hrs/pay period
229 – 288 mos. (19 yrs 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 exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 – 12 mos. (0 yrs to 1 yr)	23.0 days/yr	7.077 hrs/pay period
13 – 24 mos. (1 yr to 2 yrs)	26.0 days/yr	8.000 hrs/pay period
25 – 48 mos. (2 yrs to 4 yrs)	29.0 days/yr	8.923 hrs/pay period
49 – 108 mos. (4 yrs to 9 yrs)	32.0 days/yr	9.846 hrs/pay period
109 – 168 mos. (9 yrs to 14 yrs)	35.0 days/yr	10.769 hrs/pay period
169 – 228 mos. (14 yrs to 19 yrs)	38.0 days/yr	11.692 hrs/pay period
229 – 288 mos. (19 yrs to 24 yrs)	41.0 days/yr	12.615 hrs/pay period
289 mos. + (24 + yrs)	44.0 days/yr	13.538 hrs/pay period

(D) Part-time employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full-time the employee was paid in the previous two pay periods as a base.

(E) Existing Vacation

- (1) An employee's existing vacation accrual at the time of July 1, 1987 will be preserved in a separate balance. Employees with an existing vacation balance will have the option of charging leave to either the vacation balance or the time management balance. At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one basis.
- (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 out.

(F) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 5 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 paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(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 (2x) their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(H) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be paid out at fifty percent (50%) of the balance at the current rate.

(I) Death

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

(J) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email, or text message). 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. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require the employee to have one (1) counseling session with the **COUNTY** provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January ~~30-31~~ seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January ~~30-31~~ shall be on a first come first serve basis.
- (3) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase

“normal circumstances” is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January ~~30-31~~ of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(K) Conversion/Sell Back

- (1) After six (6) months of employment, ~~E~~employees may sell accrued time management hours and vacation hours subject to the following restrictions:
 - (a) Funding must be available to pay for the request. The maximum number of time management hours and vacation hours that can be converted into paid 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) Employees must have a balance of at least forty (40) hours of time management after selling the time.
 - (c) ~~The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.~~
- (2) Subsection (1) above notwithstanding, during the last three (3) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar 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.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

(L) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time and will not qualify for short-term or long-term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of the need and given an opportunity to donate. All employees, regardless of Department, may choose to donate TM. In order for this policy to

be most effective, employees should be given a specific period of time in which to donate hours.

- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Central Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and should notify Central Payroll if there are hours that are not eligible for donated time.
- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not the dollar value of donation.
- (8) The 80-hour eligibility period for Disability Leave defined in Section 5 (B) below will not be subject to this program. An exception may be granted by the HR Director.

Section 3 – Personal Time Off (PTO)

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, excluding ~~Fee Collectors~~Waste Acceptance Technicians, will accrue Personal Time Off (PTO) at a rate of ~~.115385~~.119231 hours per each hour worked with a maximum accrual of ~~120~~124 hours in a fiscal year.

- (A) PTO cannot be sold during the time a temporary employee is employed.
- (B) PTO will be paid out at a rate of 1:1.
- (C) PTO will be paid out upon end of the fiscal year, termination or upon the depletion of the 1040 hours.
- (D) PTO must be exhausted to take unpaid leave.
- (E) PTO must be used if an employee takes time off during a regularly scheduled workday including holidays.

Section 4 – Occupational Illness or Injury

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury; thereafter as prescribed by workers' compensation law. Such time shall not be charged against any earned leave balance.

Section 5 – Paid Family Medical Leave

- (A) An employee who has a qualifying life event and is eligible, as defined by ORS 657B.10, or their designee, must notify the COUNTY of the need to take Paid Medical Family Leave (PFML) leave

ARTICLE 11
LEAVE TIME AND HOLIDAYS

thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the **COUNTY** of the need to take PFML within twenty-four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.

(B) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employees may be eligible for a maximum of twelve (12) weeks of PFML per benefit year, with an additional two (2) weeks for limitations related to pregnancy.

(C) Replacement wages will be paid by the third-party absence manager. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves. Employees may also be eligible for Non-Occupational Disability Leave as outlined in Section 6 below.

(D) Employee elected benefit contributions and deductions will be withheld from any wages, including use of accrued leaves, paid by the **COUNTY**. If employees are not receiving wage payments from the **COUNTY**, the elected benefit contributions and deductions will be held in arrearage and collected when the employee returns to a paid status in accordance with Oregon wage law.

(E) Employees shall not accrue Time Management while on PFML leave. However, if employees supplement PFML payments, they will accrue TM only used accrued leave hours.

~~(A)(F)~~ PFML, Non-Occupational Disability Leave, and Family and Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA) leaves run concurrently, unless otherwise prescribed by law. See the **COUNTY**'s APM for more information.

Section 5-6 – Non-Occupational Disability Leave

(A) ~~After completion of six (6) months of employment~~After the first of the month following six (6) months of employment and Paid Family Medical Leave (PFML) coverage has been designated, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability period.

(B) All disability leave pay is less any Workers' Compensation or PFML benefits for which the employee may be ~~entitled receiving~~ following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury.

(C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.

(D) The employee will be required to provide PFML designation and satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. An employee must provide PFML claim information to the designated absence management provider or submit a signed statement of intent to not file for PFML in order for Short-Term Disability (STD) payments to be calculated. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of

1 absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability
2 leave, including but not limited to the elimination period and paid leave hours, shall be prorated
3 for part-time employees.
4
5

6 (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period,
7 thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction
8 from their regular pay by charging time to their accrued time management or vacation leave
9 balance. Disability leave, including but not limited to the elimination period and paid leave hours,
10 shall be prorated for part-time employees. It is understood that disability leave for any reason
11 shall not exceed that period during which the employee is in fact physically unable to return to
12 work, as substantiated by the employee's physician.
13

14
15 (F) It is understood that any time off charged to disability leave pursuant to this Section may require
16 substantiation of the actual disability to the satisfaction of the **COUNTY** prior to compensation.
17 Failure to provide satisfactory substantiation will result in denying compensation and may result in
18 disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
19

20
21 ~~(G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours.~~
22 ~~However, no additional hours will be added to this bank. Extended Illness Bank hours may be~~
23 ~~used for the sole purpose of off-setting the use of Time Management hours to meet the eighty~~
24 ~~(80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been~~
25 ~~charged to the Time Management balance, the remaining hours of the elimination period shall be~~
26 ~~charged to any remaining balance in the employee's Extended Illness Bank until the employee~~
27 ~~has exhausted available Extended Illness Bank hours.~~
28
29

30 ~~(H)(G)~~ Employees who are on disability leave shall not accrue Time Management (TM);
31 however, if employees supplement medical leave payments, they will accrue TM only on use
32 accrued leave hours. ~~However, if~~ an employee returns to work, with an appropriate medical
33 release, they will accrue Time Management for the actual hours worked.
34

35 **Section 6-7 – COUNTY Paid Bereavement**

36

37 Employees shall be ~~reimbursed-paid~~ for lost work as a result of a death in the employee's immediate
38 family to a maximum of three (3) days (need not be consecutive days) ~~pay~~, or if ~~outofstate~~out-of-state
39 travel is required, one (1) weeks' ~~pay~~, at the regular straight time hourly rate. The **COUNTY** may require
40 verification of the family status. Immediate family shall be defined as ~~mother, father, parent (biological,~~
41 ~~adoptive, step-parent, foster parent, or legal guardian),~~ spouse, ~~Registered~~ Domestic Partner, ~~domestic~~
42 ~~partner (affidavit on file), sister, brothersibling, (biological, adoptive, step-sibling, foster sibling),~~ child
43 (biological, ~~miscarriage or stillbirth,~~ adopted, foster, step-child, or the child of an employee's ~~registered~~
44 domestic partner), grandparent, great-grandparent, step-grandparent, grandchild, stepmother, stepfather,
45 father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-grandparent-in-law,
46 brother-in-law, sister-in-law, parent of ~~registered~~ domestic partner, a person with whom the employee is
47 or was in a relationship of in loco parentis or any other relative residing in the employee's immediate
48 household, and any other relationships as ~~defined~~ identified in the Administrative Procedures Manual. In
49 order to receive ~~reimbursement payment,~~ leave must be taken within ~~thirty (30) calendar days~~ twelve (12)
50 months of death. An employee may also be entitled to OFLA bereavement leave, which runs
51 consecutively to **COUNTY** paid bereavement leave and is unpaid, unless the employee elects to use time
52 management. OFLA bereavement leave must be taken within sixty (60) days of the date on which the

1 eligible employee receives notice of the death of a family member and only for those individuals
2 recognized by OFLA as immediate family.

3
4 **Section 7-8 – Jury Duty**

5
6 An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or
7 Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be
8 paid for loss of wages incurred as a result of such service. Employees called for jury duty on a day when
9 they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such
10 service. The **COUNTY** shall not change an employee's normal work shift because of jury duty. If an
11 employee is released from jury duty at least two (2) hours before the end of their regular shift, they shall
12 be required to report to work.

13
14
15 **Section 8-9 – Leave of Absence**

- 16
17 (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do
18 not significantly disrupt normal **COUNTY** operations.
- 19
20 (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves
21 of absence may be requested prior to the use of any accumulated leave time.
- 22
23 (C) Except for **UNION** leaves as provided in Article 4 and Family Medical and Parental Leave under
24 state and federal law, employees are generally required to use accrued leave and compensatory
25 time prior to going on leave without pay. Employees may request to retain up to eighty (80) hours
26 of leave time, in recognition of the need to have time for sick leave purposes.
- 27
28 (D) Requests for such leaves shall be in writing and applicable upon written receipt of approval from
29 the appropriate appointing authority stating the terms and conditions of the leave.
- 30
31 (E) With the exception of military active duty, Peace Corps, and **UNION** leave, a leave of absence
32 without pay may not exceed ninety (90) calendar days, subject to extension on approval of the
33 County Administrator.
- 34
35 (F) Except for military training leave, family medical leave, workers' compensation leave, **UNION**
36 leave, or other statutorily protected leave, employees' credited years of service, seniority,
37 probation, and leave eligibility dates will be adjusted after fifteen (15) consecutive days on leave
38 without pay to reflect a deduction of the time of a leave without pay. Employee's merit eligibility,
39 performance review, and probation dates will also be adjusted. Employees on leave without pay
40 status will not accrue leave.
- 41
42 (G) Employees on leave without pay for one (1) calendar month or more will not be eligible for any
43 insurance benefits provided under the terms of this Agreement, except as required by state or
44 federal law, or by mutual agreement of the parties. Employees on an approved leave of absence
45 may purchase **COUNTY** health insurance at their own expense.
- 46
47 (H) An employee who has been granted a leave of absence and who, for any reason, fails to return to
48 work at the expiration of said leave of absence shall be considered as having resigned. The
49 position shall be declared vacated; except and unless the employee, prior to the expiration of the
50 leave of absence, has furnished evidence of inability to return to work by reasons of sickness,
51 physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control
52 of the employee, and has received approval for an extension of such leave.

53
54 **Section 910 - Military Leave**

ARTICLE 11
LEAVE TIME AND HOLIDAYS

(A) ~~Annual-Military~~ Training Leave

An ~~regular status employee, or any other~~ employee who has been employed by the **COUNTY** for six (6) months or more, ~~and~~ who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen ~~(15) calendar days~~ twenty one (21) workdays in any training year for annual active duty training. The training year coincides with the federal fiscal year (October 1 – September 30). The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, provided the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to the **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

(B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY's** Administrative Procedures Manual for more information.

(C) If state or federal law change during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

Section 10 – 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 up to and including discharge as provided for in Article 5 of this Agreement.

Section 11 – 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 12

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs identified below. Should the costs of such programs increase during the life of this Agreement or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered by the **COUNTY** whenever such charges become effective. For the purposes of this Article, Employee + Other shall be defined as family including children, spouse or domestic partner.

(A) Employee and eligible dependent health insurance.

(B) Employee and eligible dependent dental insurance (including adult orthodontic care).

(C) Employee long-term disability insurance to provide sixty-six and two-thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan. The limits of the plan shall be 66-2/3% of a gross monthly income limit of \$10,000 (or \$6,667 per month).

(D) Employee and eligible dependent vision exam plan to be included in the health plans.

(E) Permanent employees receive ~~Employee~~ accidental death and dismemberment insurance and term life insurance each in the amount of twenty five thousand dollars (\$25,000) or one times (1x) annual salary, whichever is greater, not to exceed the limits of the plans (\$250,000).

(F) ~~Part-time~~ employees who are regularly scheduled to work between twenty (20) and less than thirty (30) hours per week will receive employee-only health, dental and vision exam insurance. Such employees may elect to self-pay for purchase of dependent health and vision exam coverage under the **COUNTY**'s group plan at the applicable COBRA rate. Employees within these positions on or before December 31, 2017 will continue their existing eligibility for health, dental and vision exam insurance.

Section 2 – Health Insurance Plan

(A) Employees hired on or before December 31, 2024 will have the choice between a point of service plan (the "Co-Pay Plan"), ~~and~~ the High Deductible Health Plan (HDHP) with a health savings account (HSA) or health reimbursement arrangement via a voluntary employees' beneficiary association (HRA-VEBA) or the Plus Plan. Employees hired on or after January 1, 2025 will have the choice between the ~~Co-Pay Plan or the~~ Plus Plan, or the ~~high deductible health plan (the "HDHP")~~ HDHP with a Health Savings Account HSA/HRA-VEBA. All three plans include coverage for a vision exam. Employees may elect to move from plan to plan during subsequent open enrollment periods based on their hire date.

(B) Effective January 1, 2025 for all employees who elect the HDHP, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as Employee Only (\$1,650) or Employee + Other (\$3,300), into the employee's HSA or HRA-VEBA.

(C) Effective January 1, 2026 the deductible for the HDHP will be two thousand dollars (\$2,000) for Employee Only and four thousand dollars (\$4,000) for Employee + Other. For all employees who elect the HDHP plan, the COUNTY will deposit, based on employee enrollment, one thousand six hundred dollars (\$1,600) for Employee Only or three thousand two hundred dollars (\$3,200) for

Employee + Other into the employee's HSA or HRA-VEBA, at the employee's option.

(D) Effective January 1, 2026 for all employees who elect the HDHP and participate in the Live Well Health Risk Assessment (LWHRA), as described in section 2 (H)(4) below, by November 30 each calendar year, the **COUNTY** will deposit in the next calendar year, based on employee enrollment, four hundred dollars (\$400) for Employee Only or eight hundred dollars (\$800) for Employee + Other into the employee's HSA or HRA-VEBA, at the employee's option.

(A)(E) Applicable deposits for employees who elect the HDHP will occur within the first five (5) business days following January 1 for each year of this Agreement.

~~(B) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1, 2022.~~

~~(C)-
(D) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1, 2023.~~

~~(E)-
(F) For all employees who elect the HDHP, the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual or family, into the employee's health savings account or HRA-VEBA within the first five (5) business days following January 1, 2024.~~

(G) Under the Co-Pay plan, the co-pay for professional services is thirty-five dollars (\$35.00) per co-pay/visit.

(H) For all new hires who elect the HDHP, the **COUNTY** will deposit a prorated amount in the employee's HSA/HRA-VEBA upon eligibility in their first year of employment. The HSA/HRA-VEBA amount will also be adjusted and prorated for employees moving from individual to family enrollment during the year. The prorated adjustments under this paragraph will be effective the first (1st) pay period of the month following the date of eligibility.

(I) All employees will contribute the following toward their elected healthcare plan:

(1) For all employees who elect the HDHP, the employee's monthly contribution is as follows: Employee Only or Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = twenty dollars (\$20.00).

(2) For all employees who elect the Plus Plan, the employee's monthly contribution is as follows: Employee Only = thirty dollars (\$30.00); Employee + Other ~~(Children/Family/Spouse or Domestic Partner)~~ = fifty dollars (\$50.00).

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

(4) For employees who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a monthly "Live Well" credit of twenty dollars (\$20.00) to the employee's health contribution cost.

(J) Opt Out

- (1) The **COUNTY** will offer an “opt out” provision for employees who determine that they do not require medical and vision exam insurance coverage through the **COUNTY** plans.
- (2) The monthly amount that an employee who is eligible for Employee + Other would receive is \$350.00 in lieu of medical and vision exam insurance coverage. This amount will be \$175.00 for ~~part-time~~ employees who are eligible for Employee Only hired on or after January 1, 2018. Effective January 1, 2022, employees hired on or after that date, or those who have not elected opt out by that date, who are already covered under **COUNTY** insurance through another eligible participant shall not be eligible for the opt-out provision.
- (3) The employee will be required to provide proof of other group coverage at the time of the declination of **COUNTY** medical and vision exam insurance coverage, and is required to have continuous group medical coverage.
- (K) **UNION** agrees to maintain an assertive duty to support further plan design changes as may be necessary to mitigate insurance plan costs.

Section 3 – Retirement Enrollment

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

- (A) The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer's contribution. The **COUNTY** will pay the employee's required six percent (6%) contribution for eligible employees.
- (B) The Social Security System (FICA), for enrollment purposes, only.

Section 4 – Retiree Benefits

- (A) The employee's last date of hire in a permanent position with the **COUNTY** will be used to determine eligibility under this Section.
- (B) 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 retiree health insurance and may transfer from the active group to the retired group.
- (C) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (D) Retired employees eligible for **COUNTY** retiree 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 eligible dependents.
- (E) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension, or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.
- (F) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to Article 16 of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which the

employee would otherwise be entitled pursuant to this section.

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

(H) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible, including reduced benefits, 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 the employee's job;

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

(C) The loss was not the fault of the employee.

(D) This provision does not apply to personal vehicles, jewelry, personal cell phones or similar items.

Section 6 – Employee Assistance Program

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this Agreement. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential unless the Employee Assistance Program has obtained a signed release from the employee.

Section 7 – Fitness Membership

The **COUNTY** shall establish an organizational membership at a local health club / gym so that employees may choose to work out on their personal time in order to maintain or improve their physical fitness. Should the service provider go out of the business or change ownership the **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.

ARTICLE 13

SAFETY

Section 1 – Safety Policy

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to published 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 – Unsafe Acts

(A) Employees have an obligation not to perform an unsafe act, which may cause injury to ~~the~~ employees, ~~others~~ or ~~another~~ the public. Employees, exclusive of employees in ~~the Department of Public Safety~~ Public Safety positions and employees assigned to Animal Services, shall suffer no disciplinary action as a result of refusing to perform such unsafe acts.

(B) The assignment of work for which a state license or certification is required to an employee who does not possess such license or certification shall be considered an unsafe act.

Section 3 – Safety Recommendations and Committee

(A) The **COUNTY** and the **UNION** agree to participate in a ~~COUNTY-wide~~ County-Wide Joint Safety and Health Committee to discuss issues of mutual concern and make recommendations to the **COUNTY** Administrator and Department Directors regarding the safety and health of **COUNTY** Employees. The committee shall be composed of an equal number of management and **UNION** representatives, not to exceed three (3) AFSCME representatives. The **UNION** representatives shall be selected by the **UNION**.

(1) The ~~COUNTY-wide~~ County-Wide Joint Safety and Health Committee:

- (a) Shall meet twice per quarter;
- (b) May make periodic inspections of the **COUNTY**'s facilities as it deems necessary;
- (c) May make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful working practices;
- (d) May review and analyze summary reports relating to the causes of any industrial injury or illness, investigate the causes of same and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of employees;
- (e) May promote health and safety education;
- (f) May initiate an investigation on any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.;
- (g) Shall be notified of any proposed measurement of worker exposure to any potentially dangerous conditions and review the measurement procedures;
- (h) Shall receive in writing the identification of any potentially toxic substance to which the

workers are exposed together with Safety Data Sheets (SDS).

(2) To the extent required by law, a **UNION** and management representative of the Committee will be allowed to be present on any safety inspection conducted under the auspices of the State Workers' Compensation Department or its successor. Such representatives may request to be present at any related closing conference. Such request will be directed to the Risk Manager.

(3) Employees engaged in activities covered by subsection (A) of this Section shall do so during their normal working hours without loss of pay.

(B) The ~~COUNTY-wide~~ County-Wide Joint Safety and Health Committee shall develop a Safety Recommendation System whereby employees may make a recommendation concerning a perceived unsafe condition and shall receive notice of action taken.

Section 4 – Protective Clothing and Tools

Necessary personal protective equipment, as the **COUNTY** deems proper for the performance of any job, will be supplied by the **COUNTY**, provided that such equipment is returned to the **COUNTY** in reasonable condition. Employees shall be charged the then current replacement rate for equipment not so returned.

Section 5 – ~~Boot~~ Footwear Allowance

The **COUNTY** shall reimburse, with proof of actual purchase, employees up to two-hundred dollars (\$200.00) annually for safety boots or anti-slip shoes for the classifications below, provided the footwear meets applicable protective safety requirements as determined by the Lane County Human Resources Safety Specialist.

Appraisers (assigned to and performing field duties)
Animal Welfare Officer
~~Senior~~ Animal Welfare Officer, Senior
Community Service Workers (assigned to Youth Services work crews)
Custodian
Custodian – Detention
Environmental Health Specialist at Public Works
Environmental Health Specialist 2 (assigned to and performing field duties in the sub-surface sanitation program)
Juvenile Justice Specialist (assigned to Youth Services work crews)
Landscape Technician
Lane Events Center Maintenance Specialist
Lane Events Center Maintenance Worker
Maintenance Specialist 1
Maintenance Specialist 2
Maintenance Specialist 3
Medical-Legal Death Investigator
Operations Events Worker
Operations Events Worker, Senior
Property Management Officer II
Special Waste Specialist
Special Waste Technician
Stores Clerk at Warehouse
Stores Clerk, Senior
Waste Acceptance Technician
Waste Acceptance Technician, Senior

ARTICLE 13
SAFETY

ARTICLE 14

TRAINING

Section 1 – Employee Requests

An employee wishing training may submit a written request to the employee's supervisor. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition and travel. The **COUNTY** will give good faith consideration to requests for job-related training, which will increase the capability of the employee in current assignments, or career enhancement training, which will help prepare the employee for advancement within the **COUNTY**. The supervisor shall decide whether to grant, deny or to modify the request, provided, however, any ~~A~~agreement shall be in compliance with the provisions of the Fair Labor Standards Act. Supervisors will respond in writing within fourteen (14) days of the request and if denied will include the reason. The supervisor's decision will be reviewed by the Department Director, upon the employee's request, and the Department Director's decision shall be final.

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 an employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article 9, Hours of Work and Overtime. For the purposes of this provision, overtime shall include reasonable time spent in travel. Appropriate costs for such training shall be borne by the **COUNTY**.

Section 3 – 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 Department.
- (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.

Section 4 – Changes in Job Requirement

When there is a substantive change in the knowledge, skills and abilities required for a position due to technology, licensures, programmatic, or similar changes, the **COUNTY** agrees to provide employees a reasonable amount of time to meet the new requirements. Generally, six (6) months will be considered a reasonable period of time.

Section 5 – Mental Health Specialists

If the **COUNTY** is unable to provide clinical licensure supervision, ~~the~~ **COUNTY** agrees to reimburse employees in Mental Health Specialist 1 classifications for costs related to individual supervision for obtaining licensure required to promote to a Mental Health Specialist 2 classification under the following conditions:

- (A) Reimbursement for individual supervision will not exceed \$3,000.00;
- (B) Employees will be reimbursed once they provide verification of licensure from the State of Oregon;
- (C) Employees must provide detailed receipts for the hours and supervision received;
- (D) Employees will only receive reimbursement for individual supervision while they have been a **COUNTY** employee;
- (E) Employees will only be reimbursed for up to one-half of the total supervision hours required for licensure, with the **COUNTY** providing employees the opportunity for the balance of supervision to occur in a group setting.
- (F) Employees who voluntarily leave **COUNTY** service within two (2) years of reimbursement will reimburse the **COUNTY** in accordance with the following schedule:
- (1) 100% if separation occurs before completing one (1) year of employment after reimbursement.
 - (2) 50% if separation occurs after one (1) year and before eighteen (18) months of employment after reimbursement.
 - (3) 25% if separation occurs after eighteen months (18) and before two (2) years of employment after reimbursement.
- (G) Employee will sign an authorization form to allow for deduction of funds in accordance with repayment schedule to be deducted from their final paycheck and agreement to pay any amount not covered by the final paycheck.

Section 6 – Continuing Education

- (A) The **COUNTY** agrees to make a good faith effort to allow permanent full-time bargaining unit employees who must meet education requirements for required licensure, certification, or registration paid time to complete training hours as prescribed by the licensing, certification, or registering body who are in classifications listed in paragraph (B) below. Supervisors will respond in writing within fourteen (14) days of the request and if denied will include the reason.
- (B) The **COUNTY** agrees to cover the cost of continuing education required to maintain their required licensure, certification, or registration as indicated below. The reimbursement amount will be prorated based on the employee's FTE for employees who work less than .75 FTE.
- a. Peer Support Specialist – up to one hundred and fifty dollars (\$150) annually.
 - b. Mental Health Associate – up to one hundred and fifty dollars (\$150) annually.
 - c. Property Appraiser 1 and Property Appraiser 2 – up to five hundred dollars (\$500) annually.
 - d. Community Health Analyst 1, Community Health Analyst 2, and Community Health Analyst Senior – up to one-hundred and fifty dollars (\$150) annually.
 - e. WIC Nutrition/Dietitian – up to one-hundred and fifty dollars (\$150) annually.
 - f. Mental Health Specialist 2, Mental Health Specialist Senior, MHO Care Coordinator Specialist 1, and MHO Care Coordinator Specialist 2 – up to three hundred dollars (\$300) annually.
 - g. Juvenile Justice Counselor 2 and Juvenile Justice Counselor Senior – up to one hundred and fifty dollars (\$150).

1
2
3
4
5

- h. Community Service Worker 1, Community Service Worker 2, and Community Service Worker Senior – up to one-hundred and fifty dollars (\$150) annually.
- i. Environmental Health Specialist 2 – up to one hundred and fifty dollars (\$150) annually.

ARTICLE 16

LAYOFF AND RECALL

Section 1 – Layoff

(A) Bargaining unit employees with the least seniority within the job classification and series within a department shall be subject to layoff first unless, in the **COUNTY**'s judgment, the retention of special skills requires layoff on another basis. It shall be understood that on a **COUNTY**-wide basis, initial probationary and temporary employees within the affected classification or any lower classification in the classification series shall be removed from **COUNTY** employment before a layoff of permanent employees occurs. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.

(B) 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 within the same department 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 within the same department.

(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 – Recall

(A) The order in which recall/transfer takes place shall be as follows:

- (1) Reassignment of duties within department within same classification.
- (2) Primary recall (recall by seniority to the same classification or any lower position in the same classification series).
- (3) Secondary recall (recall to a position other than the classification series from which the employee was laid off).
- (4) Transfer
- (5) Promotion

(B) In order to assure proper recall procedures, Human Resources will:

- (1) Maintain an up to date recall list by auditing the computer-generated data after each run to assure accuracy.
- (2) At the time of layoff, the employee will designate how they wish to receive recall notices. The options are: electronic notification via personal email, or certified letter via United States Postal Service (USPS).
- (3) ~~When a vacancy occurs for which there are primary recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list via their choice of~~

- 1 ~~notification method, and if that delivery~~ is by USPS, the notice will go to the last address on
2 file or their current COUNTY work-place. ~~If being sent via USPS, the notice and~~ shall be in a
3 sealed envelope and delivered in a format where delivery can be verified by the recipient's
4 signature.
5
- 6 (4) Human Resources staff will maintain a file on all recall candidates for primary or secondary
7 recall (recall to a position other than the classification series from which employee was laid
8 off). ~~If there are no primary recall candidates for a vacant position,~~ Human Resources will
9 send all employees eligible for ~~secondary~~ recall a notice, which will include a description of
10 the job, and for secondary recall candidates may include a required supplemental
11 questionnaire to be completed, and returned within five (5) ~~work-business~~ days. The
12 notification shall include the candidate's position on the recall list. All those determined to
13 meet minimum qualifications will be referred to the hiring department for interview and
14 selection in order of recall as described in Section 2 (A) above.
15
- 16 (5) Unless otherwise provided in this Article, the most senior candidate shall be recalled. If there
17 are no candidates in the same classification as the vacant position, ~~a the~~ list of secondary
18 recall candidates who meet the minimum qualifications of the vacant position ~~as provided in~~
19 ~~subsection 2 (B) (3) above~~ will be given to the hiring authority. Unless otherwise provided in
20 this Article, recall shall be made from this pool of candidates.
21
- 22 (6) Human Resources will continue notifying all employees on layoff status on the recall list of
23 employment opportunities as provided in Section 3 herein. However, a recall candidate may
24 request to be removed from the list under primary or secondary recall and forfeit any future
25 ~~secondary~~ recall rights. The COUNTY will notify the union of the candidate's request for
26 removal.
27
- 28 (C) Order of recall preference shall be as follows:
29
- 30 (1) Recall to former classification.
31
- 32 (2) Recall to lower position in same classification series.
33
- 34 (3) Recall to another position at same level or lower salary range. (Recall under this section need
35 not be by strict seniority, but no person not on the recall list may be hired to fill a position
36 other than a position within the Department of Public Safety or the Office of the District
37 Attorney until all employees with recall rights who possess the necessary skills, ability and
38 fitness to perform the requirements of the vacant position have been offered recall.)
39 Employees who accept a secondary recall to a lower salary range will be placed at the
40 appropriate step based on a wage analysis review and approved by the Director of Human
41 Resources.
42
- 43 (4) Employees on layoff status shall be given preference in accordance with their seniority in
44 filling a vacant position in the classification in the bargaining unit held at time of layoff or any
45 below it in the bargaining unit in the same series, provided they possess the necessary skills,
46 ability and fitness to perform the requirements of the vacant position. If an employee is
47 offered recall to a lower classification as listed above, and refuses said offer, the employee
48 will only be eligible for recall to the classification held at the time of layoff. However, an
49 employee shall not be required to accept recall to less than their original hours in order to
50 maintain recall rights, nor shall acceptance of such position negate their recall rights.
51
- 52 (5) Compete for positions as per Article 8 of this Agreement.
53
- 54 (6) Further, an employee assigned, or reassigned to a different classification at department

initiative subsequent to preliminary notification of layoff, or within ninety (90) calendar days of actual layoff, will be eligible for primary recall to either the classification held at the time of layoff or the one from which reassigned. The employee shall indicate at the time of layoff which classification they wish to retain primary recall rights to. While the employee may retain secondary recall rights to another classification (s), their primary recall rights shall only apply to the one classification identified at the time of layoff.

(D) Employees' responsibilities include:

(1) Employees must notify Human Resources of changes in address, email address, phone number or any other change, which would prevent Human Resources from being able to contact the employee when a position becomes available (except for those working for the **COUNTY**).

(2) Employees must respond within five (5) business days from documented date of receipt of notice of recall.

(3) Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.

(E) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.

(F) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2 (A) of this Article.

(G) Employees shall not be required to accept recall to a position located more than thirty (30) miles from their previous reporting place or if they can demonstrate to the satisfaction of the **COUNTY** that their health would be adversely affected.

(H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.

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

Section 3 – Opportunity for Work During Layoff

(A) It is understood that the **COUNTY** will offer employment as provided herein to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.

(B) The **COUNTY** shall offer employment as temporary positions to employees on layoff within the employees' classifications on the basis of seniority as such positions become available. However, if an employee is offered such a temporary position as provided herein and refuses said offer, the employee will only be eligible thereafter for recall as provided in Section 2 herein.

(C) In the event that no employee accepts an offer of employment, as provided in subsection 3 (B) above, said employment may be offered to other employees, provided said employees possess the necessary skills, ability and fitness to perform the requirements of the available work. The **COUNTY** shall not be required to offer temporary positions to such employees on the basis of seniority.

Section 4 – Classification Series

1
2 A classification series is a group of classifications with similar duties of increasing complexity and
3 responsibility which comprise the normal promotional progression within an occupation or discipline; for
4 example: Maintenance Specialist 1, Maintenance Specialist 2, Maintenance Specialist 3; or
5 ~~Administrative Technician~~, Administrative Assistant, Administrative Analyst, Senior Administrative Analyst.
6 The groupings set forth in Appendix C shall be considered the classification series.
7

8 **Section 5 – Protection/Rights During Layoff**

9

10 (A) The seniority of an employee who has completed probation shall be protected for a period of
11 ~~twenty-four (24)~~ thirty six (36) calendar months during layoff, provided that such employee has not
12 been given an opportunity to return to work in their same classification. The employee must
13 immediately notify the **COUNTY** of any change in their mailing address. This notice requirement
14 shall not apply to employees working for the **COUNTY** in other positions. Failure to give notice
15 shall result in the employee relinquishing all rights to recall.
16

17 (B) Notwithstanding the ~~twenty-four (24)~~ thirty six (36) month limit above, employees in layoff status,
18 still employed by the **COUNTY** shall have recall rights until they are returned to their original
19 hours or greater in their original classification.
20

21 (C) Employees on layoff status shall have the option of paying for continued health insurance
22 coverage at the **COUNTY** rate. The **COUNTY** shall administer all such payments.
23

24 **Section 6 – Termination for Exhaustion of Non-Occupational Disability Leave**

25

26 Employees who have been terminated upon exhaustion of non-occupational disability leave benefits
27 provided under Article 11, Section ~~46~~, shall be deemed to have been laid off and shall have recall rights
28 provided that within one (1) year of such termination a written request to be placed on the recall list is
29 made to the Human Resources office. The request must include the employee's statement of willingness
30 to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's
31 release stating clearly and in writing that the employee is fully capable of performing the regular duties of
32 the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date
33 of request for reinstatement.
34

ARTICLE 18

SOLID WASTE MANAGEMENT FEE COLLECTORS ACCEPTANCE TECHNICIAN

The following shall apply to employees classified as Waste ~~Management Fee Collector~~ Acceptance Technician and Senior Waste ~~Management Fee Collector~~ Acceptance Technician:

Section 1 – Safeguarding Cash Change Funds

Employees are responsible for safeguarding the cash change fund, cash fee receipts and other **COUNTY** property entrusted to their care and necessary for the performance of their job. However, in the event of loss or damage beyond the control of the employee or not contributed to by their negligence, the employee shall not be held personally liable.

Section 2 – Assignments During Audits

To allow for periodic audits the **COUNTY** may make changes in an employee's work location without giving ten (10) days' notice up to twice per calendar year provided that the employee suffers no loss in compensation and is paid mileage to the temporary work site in excess of the employee's normal commuting mileage. Additional commuting time shall be included in the regular work schedule for the first day of reporting to the new work location. Thereafter, during the duration of the temporary assignment (not to exceed one (1) calendar week) the employee shall be compensated for additional commuting time at the appropriate regular or overtime rate of pay.

Section 3 – Holidays

On holidays, including designated holidays, when the site is not closed, the employee shall have the option of receiving holiday pay pursuant to the relevant terms of the Agreement or of receiving pay for working on the holiday and receiving appropriate compensatory time off as compensation for the holiday. On holidays when the site is closed on a day the employee otherwise would work, the employee shall receive holiday pay for the amount of time the employee would normally have worked.

Section 4 – Overtime

Employees may be scheduled to work up to ten (10) hours per day, but not more than forty (40) hours per week, without the **COUNTY** incurring liability for overtime compensation. Part-time employees who desire additional hours and who notify the supervisor of the locations and times they are available for work shall be given the first consideration for additional hours at their regular site or to substitute at other sites provided that the need for coverage is known to the supervisor (or designee) at least twenty-four (24) hours in advance and further provided that the employee is qualified to perform the duties required in the new assignment. This provision shall not require the **COUNTY** to provide overtime hours and the additional work assignments under this provision shall not entitle the employee to eligibility for additional benefits. This provision shall not obligate the **COUNTY** to make fractional work assignments, i.e., multiple small work assignments to make up one longer work requirement. Assignments of extra hours under this provision are voluntary and shall not require a ten (10) day notice of schedule change. The **COUNTY** shall retain the final decision in work assignments and work schedules.

Section 5 – Use of Accrued Leave Beyond Normal Schedule

Employees who are scheduled for thirty (30) hours a week or less will not have their used accrued leave hours reduced if they work additional hours beyond their normal schedule in a workweek.

Section ~~5-6~~ – Requests for Reassignment

ARTICLE 18
SOLID WASTE MANAGEMENT FEE COLLECTORS ACCEPTANCE TECHNICIAN

Non-probationary employees who have more than six (6) months of service shall have the opportunity to file a written request for reassignment with the supervisor. As vacancies occur, such employees who have submitted requests relevant to a vacancy and who are qualified to perform the duties required in the position will be interviewed. If three (3) or more employees have requested and are qualified for the reassignment, selection shall be made from these employees. If fewer than three (3) employees have requested and are qualified for the reassignment, the **COUNTY** shall consider the employees requesting reassignment but may elect to post the position for employment applications.

Section 6-7 – Transfer from a 520 Position to a 1040 or Permanent Position

- (A) Employees hired as non-represented ~~extra help (520) Waste Management Fee Collectors~~Acceptance Technicians who later transfer into a represented temporary (1040) or permanent ~~Waste Management Fee Collector~~Acceptance Technician position will be paid Holidays and Time Management retroactively to either the first date the employee worked in the fiscal year prior to the transfer; or their original hire date in the current fiscal year, whichever is earlier.
- (B) Retroactive Holiday pay will be calculated at 0.~~445385119231~~ for each regular hour worked back to the date determined in paragraph (A) of this section and paid in a lump sum in the first full pay period following the transfer to the 1040 or permanent position. Time Management will be prorated based on the regular hours worked retroactively to the date determined in paragraph (A) of this section.
- (C) Such employees will pay AFSCME membership dues retroactively one (1) month prior to transfer to a 1040 or permanent position.
- (D) Employees will begin a ~~six (6)~~twelve (12) month probationary period based on the date determined in paragraph (A) of this section.
- (E) Employees will be eligible for step increases in accordance with this Agreement from the date determined in paragraph (A) of this section.
- (F) Seniority and Benefit Service dates for Time Management accrual will be July 1st of the fiscal year or hire date, whichever is later.
- (G) Any Oregon Sick Leave accrued as a 520 employee that has not been taken prior to the transfer to the 1040 or permanent position will be paid out to the employee the first full pay period following the transfer to the 1040 or permanent position. Any sick leave that was taken in the time period between the dates determined in paragraph (A) of this section and the transfer to the 1040 or permanent position will be deducted from the retroactive Time Management accrual.
- ~~(H) Employees will be eligible to take Time Management at the end of their six (6) month probationary period as determined in paragraph (D) of this section. Employees will be able to take Time Management for illness or emergent situations prior to the six (6) month period.~~

Section 8 – Transfer from a 1040 to a Permanent Position

Employees who have completed the initial probationary period as a temporary (1040) Waste Acceptance Technician will not serve a new probationary period. Employees who have not completed the initial probationary period will serve the remainder of the initial probationary period in the permanent position.

Section 7-9 – Mileage Reimbursement & Travel Time

- (A) The County will reimburse ~~Fee Collectors~~Waste Acceptance Technicians mileage to and from their Home of Record (HOR) and the requested work site when asked to work on their regularly scheduled day off.
- (B) When provided mileage reimbursement, ~~Fee Collectors~~Waste Acceptance Technicians will be reimbursed private automobile mileage equal to the IRS authorized rate pursuant to Lane Manual 2.63.
- ~~(B)~~(C) Waste Acceptance Technicians will be on paid County time during travel to or from their HOR and the requested worksite when it is not their regular reporting place and is thirty (30) miles or more from the regular reporting place.
- ~~(C)~~(D) ~~Fee Collectors~~Except as provided in C above, Waste Acceptance Technicians will not be on paid County time during their travel to or from their HOR and the requested work site. The parties understand that the travel time is not considered compensable time under the Fair Labor Standards Act (FLSA) or Oregon wage and hour law.
- ~~(D)~~(E) The parties agree to use Google Maps to determine the calculation of miles for reimbursement purposes from the HOR to the requested work site. Mileage for all ~~Fee Collector~~Waste Acceptance Technician reimbursements will be rounded up to the nearest half (.5) mile.
- ~~(E)~~(F) If a ~~Fee Collector~~Waste Acceptance Technician is asked to work at an alternate site on a scheduled workday, they will be reimbursed mileage round trip from their HOR or normally scheduled work site, whichever is shorter.
- ~~(F)~~(G) If required to make a deposit at a bank, ~~Fee Collectors~~Waste Acceptance Technicians will be reimbursed mileage from their work site to the agreed upon bank. The ~~Fee Collectors~~Waste Acceptance Technician's shift and reimbursable mileage ends at the bank.
- ~~(G)~~(H) If asked to bring in paperwork, ~~Fee Collectors~~Waste Acceptance Technicians will be reimbursed mileage from their HOR to the location the paperwork was delivered. In addition, ~~Fee Collectors~~Waste Acceptance Technicians will receive a minimum of one (1) hour pay at the applicable straight or overtime rate or for actual hours worked, whichever is greater.
- (I) On mandatory training days, ~~Fee Collectors~~Waste Acceptance Technicians will be reimbursed mileage from their HOR to the training location, round trip and compensated at the applicable straight or overtime rate for actual hours attending training.

Section 10 – Mandatory On-Call and Overtime

- (C) A permanent full-time employee who is required to be on-call or on standby during off-duty hours will be compensated at the rate of two (2) hours regular wage per day on scheduled days off. If the individual is called to work, they will be paid for the actual hours worked at the applicable overtime rate. To qualify for on-call compensation, an employee must be required to be available for contact by telephone, pager or other telecommunication device and/or to be able to report to work immediately. Except when unforeseeable circumstances occur, no employee shall be required to be on-call more than three (3) days in a twenty eight (28) day period.
- (D) Employees shall have the privilege of bidding by seniority between January 1 and January 31 of each year for the rotating on-call coverage. Employees may initiate a switch of their on-call day(s)

1 if they can make arrangements for coverage by another permanent full-time Waste Acceptance
2 Technician, however the on-call rotation list order will not change.
3

ARTICLE 20

MEDICAL LEGAL DEATH INVESTIGATORS

This page intentionally left blank.

ARTICLE 2021

TERMINATION

Section 1 – Duration

Unless specifically noted within this contract this Agreement shall become effective upon ratification and shall remain in effect until and including June 30, ~~2024~~2027, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, ~~2024-2027~~ or if no such notice is given at such time, before June 30 of any subsequent anniversary.

Section 2 – Notice

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

Section 3 – Force of Agreement

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

APPENDIX A

Non-Represented Positions

<u>Administrative Supervisor</u>	<u>Data & Analytics Analyst, Sr</u>	<u>Med Director – Primary Care</u>
<u>Assessment & Taxation Supv</u>	<u>Data & Analytics Supervisor</u>	<u>Med Legal Death Invest Supv</u>
<u>Assessment & Taxation Mgr</u>	<u>Development Disabilities Supv</u>	<u>Nursing Supervisor</u>
<u>Assistant County Administrator</u>	<u>Elections & Recording Manager</u>	<u>Nursing Manager</u>
<u>Assistant County Counsel 1</u>	<u>Elections & Rec Principle Mgr</u>	<u>Operational Analyst</u>
<u>Assistant County Counsel 2</u>	<u>Elections & Recording Supv</u>	<u>Operational Analyst, Sr</u>
<u>Assistant County Counsel 3</u>	<u>Emergency Coordinator</u>	<u>Operational Assistant</u>
<u>Assistant County Counsel, Sr</u>	<u>Emergency Manager</u>	<u>Operational Associate</u>
<u>Assistant Department Director</u>	<u>Events Supervisor</u>	<u>Operational Manager</u>
<u>Behavioral Health Clinical Supv</u>	<u>Epidemiologist</u>	<u>Operational Supervisor</u>
<u>Behavioral Health Manager</u>	<u>Executive Assistant</u>	<u>Operational Support Supervisor</u>
<u>Behavioral Health Principle Mgr</u>	<u>Facilities Supervisor</u>	<u>Paralegal (County Counsel)</u>
<u>Behavioral Health Systems</u>	<u>Waste Acceptance Supervisor</u>	<u>Parole & Probation Supervisor</u>
<u>Principle Manager</u>	<u>Food & Nutrition Supervisor</u>	<u>Planning Supervisor</u>
<u>Board Coordinator</u>	<u>Financial Analyst</u>	<u>Policy Director</u>
<u>Budget Analyst</u>	<u>Financial Analyst, Sr</u>	<u>Program Management Coord</u>
<u>Budget Analyst, Sr</u>	<u>Finance & Admin Manager</u>	<u>Public Health Supervisor</u>
<u>Budget Manager</u>	<u>Finance & Admin Principle Mgr</u>	<u>Public Health Nursing Supv</u>
<u>Building Supervisor</u>	<u>Financial Services Supervisor</u>	<u>Public Information Supervisor</u>
<u>Business Operations Analyst, Sr</u>	<u>Grants & Contracts Analyst</u>	<u>Public Information Officer</u>
<u>Business Operations Assistant</u>	<u>Grants & Contracts Analyst, Sr</u>	<u>Public Safety Support Supv</u>
<u>Business Operations Specialist</u>	<u>Health & Human Svcs Manager</u>	<u>Public Safety Support Mgr</u>
<u>Business Operations Supervisor</u>	<u>H & HS Principle Manager</u>	<u>Public Works Director</u>
<u>Capital Planning Supervisor</u>	<u>Health & Human Svcs Director</u>	<u>Public Works Manager</u>
<u>Capital Plan & Facilities Mgr</u>	<u>Human Resources Analyst</u>	<u>Public Works Principle Manager</u>
<u>Capital Projects Coordinator</u>	<u>Human Resources Analyst, Sr</u>	<u>Public Works Superintendent</u>
<u>Captain</u>	<u>Human Resources Assistant</u>	<u>Psychiatrist</u>
<u>Chief Deputy District Attorney</u>	<u>HR Business Partner</u>	<u>Quality & Compliance Analyst</u>
<u>Chief Deputy Sheriff</u>	<u>Human Resources Specialist</u>	<u>Quality & Compliance Anlst, Sr</u>
<u>Chief Human Resources Officer</u>	<u>Human Resources Supervisor</u>	<u>Quality & Compliance Supv</u>
<u>Chief Information Officer</u>	<u>Human Resources Manager</u>	<u>Quality & Compliance Manager</u>
<u>Chief Operations Officer</u>	<u>Human Services Supervisor</u>	<u>Radio System Coordinator</u>
<u>Chief of Staff</u>	<u>Information Technology Supv</u>	<u>Search & Rescue Coordinator</u>
<u>Child Psychiatrist</u>	<u>Intergovernmental Rel Officer</u>	<u>Search & Rescue Manager</u>
<u>Clinic Services Supervisor</u>	<u>Information Technology Mgr</u>	<u>Sergeant</u>
<u>Clinical Pharmacist</u>	<u>Investigator</u>	<u>Specialized Program Analyst</u>
<u>Clinical Pharmacist Supervisor</u>	<u>Investigations Supervisor</u>	<u>Specialist Program Supervisor</u>
<u>Community Justice Manager</u>	<u>LaneCare Supervisor</u>	<u>Specialized Program Analyst, Sr</u>
<u>Comm Justice Principle Mgr</u>	<u>Law Librarian</u>	<u>Victim Services Supervisor</u>
<u>County Finance Manager</u>	<u>Legal Support Supervisor</u>	<u>Workers' Comp Analyst</u>
<u>County Health Officer</u>	<u>Lieutenant</u>	<u>Youth Service Supervisor</u>
<u>County Performance Auditor</u>	<u>Mediation Supervisor</u>	
<u>County Program Manager</u>	<u>Med Director, Assc (Non-Rep)</u>	
<u>County Program Officer</u>	<u>Med Director – Behavioral Hlth</u>	
<u>Data & Analytics Analyst</u>		

APPENDIX A
Non-Represented Positions

- 1 ~~Administrative Support Supervisor~~
- 2 ~~Administrative Support Technician (Human Resources)~~
- 3 ~~Assistant County Counsel 1~~
- 4 ~~Assistant County Counsel 2~~
- 5 ~~Assistant County Counsel 3~~
- 6 ~~Assistant County Counsel 4~~
- 7 ~~Clinical Pharmacist~~
- 8 ~~County Counsel Legal Secretary~~
- 9 ~~County Counsel Paralegal~~
- 10 ~~Deputy Medical Examiner~~
- 11 ~~Human Resources Technician (Human Resources)~~
- 12 ~~Internal Auditor~~
- 13 ~~Investigator~~
- 14 ~~Legal Secretary (County Counsel)~~
- 15 ~~Management Analyst~~
- 16 ~~Management Analyst (Sheriff's Office)~~
- 17 ~~Physician~~
- 18 ~~Program Manager (Public Health)~~
- 19 ~~Program Specialist (Human Resources)~~
- 20 ~~Program Supervisor~~
- 21 ~~Program Supervisor (Economic Development)~~
- 22 ~~Program Supervisor (Law Library)~~
- 23 ~~Program Supervisor (Public Information Office)~~
- 24 ~~Public Safety Support Supervisor~~
- 25 ~~Psychiatrist~~
- 26 ~~Sr. County Counsel Legal Secretary~~
- 27 ~~Sr. Management Analyst~~
- 28 ~~Sr. Management Analyst (Human Resources)~~
- 29 ~~Sr. Management Analyst (Sheriff's Office)~~
- 30 ~~Sr. Program Specialist (Human Resources)~~
- 31 ~~Sr. Program Specialist (Sheriff's Office)~~
- 32
- 33

APPENDIX B
Flex-Staffed Classification Series

Accounting Clerk 1
Accounting Clerk 2

Community Service Worker 1
Community Service Worker 2

Employment Specialist 1
Employment Specialist 2

Environmental Health Specialist 1
Environmental Health Specialist 2

Juvenile Counselor 1
Juvenile Counselor 2

Land Management Technician 1
Land Management Technician 2

Legal Secretary 1
Legal Secretary 2

Maintenance Specialist 1
Maintenance Specialist 2

Mental Health Specialist 1
Mental Health Specialist 2

Office Assistant 1
Office Assistant 2

Property Appraiser 1
Property Appraiser 2

Property Management Officer 1
Property Management Officer 2

Secretary 1
Secretary 2

APPENDIX C
Classification Series

Administrative Secretary
Paralegal*
Sr. Document Resource Center Specialist*
Secretary 2 - Legal Secretary 2* Senior Office Assistant
Legal Secretary 1*
Secretary 1 - Office Assistant 2 - Data Entry Operator - Document Resource Center Specialist* - Mail Clerk
Office Assistant 1
Clerical Assistant

Administrative Secretary
Senior Office Assistant
Office Assistant 2 - Data Entry Operator* - Mail Clerk
Office Assistant 1
Clerical Assistant

Senior Justice Court Clerk
Justice Court Clerk
Office Assistant 2 - Data Entry Operator* - Mail Clerk
Office Assistant 1
Clerical Assistant

Assessment & Taxation Specialist
Office Assistant, Sr.
Office Assistant 2
Office Assistant 1

Accountant
Accounting Analyst
Senior Payroll Specialist
Payroll Specialist
Senior Accounting Clerk
Accounting Clerk 2
Accounting Clerk 1
Waste ~~Management~~ Acceptance Technician ~~Fee Collector~~

Senior Mental Health Specialist
Mental Health Specialist 2
Mental Health Specialist 1
Mental Health Associate
Community Service Worker 2
Community Service Worker 1

Developmental Disabilities Specialist
Mental Health Associate
Community Service Worker 2
Community Service Worker 1

Senior Administrative Analyst
Administrative Analyst
Administrative Assistant

APPENDIX C

Classification Series — Continued

Senior Stores Clerk
Stores Clerk

System/Network Architect
Senior Network Administrator
Information Technology Specialist 2
Information Technology Specialist 1

Applications System Architect
Sr. Programmer and Systems Analyst
Programmer Analyst 2
Programmer Analyst 1

Data System Architect
Sr. Database Administrator
Database Administrator
Programmer Analyst 1

Sr. Information Services Project Manager
Information Services Project Manager
TS Business Analyst

System/Network Architect
Sr. System Administrator
Information Technology Specialist 2
Information Technology Specialist 1

Senior Planner
Associate Planner
Planner
Land Management Technician, Sr.
Land Management Technician 2
Land Management Technician 1

Senior Plans Examiner
Plans Examiner 2
Plans Examiner 1
Land Management Technician, Sr.
Land Management Technician 2
Land Management Technician 1

Senior Building Safety Specialist
Building Safety Specialist 2
Building Safety Specialist 1
Land Management Technician, Sr.
Land Management Technician 2
Land Management Technician 1

APPENDIX C
Classification Series – Continued

Senior Sales Data Analyst
Property Appraiser 4
Sales Data Analyst
Property Appraiser 3
Property Appraiser 2
Property Appraiser 1
Property Appraiser Trainee

Senior Program Services Coordinator
Program Services Coordinator 2
Program Services Coordinator 1 – Community Service Worker, Sr
Community Service Worker 2
Community Service Worker 1

Employment Specialist 2
Employment Specialist 1
Community Service Worker 2
Community Service Worker 1

Senior Waste ~~Management Fee Collector~~Acceptance Technician
Waste ~~Management Fee Collector~~Acceptance Technician

Special Waste Specialist
Special Waste Technician

Cartographer/GIS Specialist
Cartographer/GIS Technician

Senior Animal Welfare Officer
Animal Welfare Officer
Kennel Attendant

Custodian-Detention
Custodian

~~Lead Juvenile Cook~~
~~Juvenile Cook~~

Maintenance Specialist 3
Maintenance Specialist 2
Maintenance Specialist 1

Environmental Health Specialist 2
Environmental Health Specialist 1

Victim Advocate
Community Service Worker 2
Community Service Worker 1

Youth Advocacy Coordinator
Community Service Worker 2
Community Service Worker 1

APPENDIX C
Classification Series — Continued

Assistant Veteran Services Coordinator
Community Service Worker 2
Community Service Worker 1

Volunteer and Community Outreach Coordinator
Community Service Worker 2
Community Service Worker 1

Mental Health Specialist 2
MHO Care Coordination Specialist 2
MHO Care Coordination Specialist 1
Mental Health Specialist 1
Community Service Worker, Sr
Community Service Worker 2
Community Service Worker 1

Senior Juvenile Counselor
Juvenile Counselor 2
Juvenile Counselor 1

Senior Juvenile Justice Specialist
Juvenile Justice Specialist

Compliance Officer
Compliance Specialist
Land Management Technician 2
Land Management Technician 1

Lane Events Center Maintenance Specialist
Lane Events Center Maintenance Worker

Senior Operations Events Worker
Operations Events Worker

Senior Community Health Analyst
Community Health Analyst 2
Community Health Analyst 1

Nutritionist/Dietician WIC
WIC Certifier

Community Service Worker, Sr
Community Service Worker 2
Community Service Worker 1

MHO Care Coordination Specialist 2
MHO Care Coordination Specialist 1

Land Management Technician, Sr
Land Management Technician 2
Land Management Technician 1

Employees bumping to any of the classifications noted with an asterisk () must meet the minimum qualifications.

APPENDIX D
Bilingual Classifications

Accounting Clerk 1 & 2 – Bilingual
Accounting Clerk, Sr – Bilingual
~~Administrative Assistant- Bilingual~~
Community Health Analyst 1, 2 & ~~Sr2~~ – Bilingual
Community Service Worker 1, 2, & ~~2Sr~~ – Bilingual
Correctional Services Technician – Bilingual
Developmental Disabilities Specialist – Bilingual
Employment Specialist 1 & 2 – Bilingual
Environmental Health Specialist 2 - Bilingual
Juvenile Counselor 1 & 2 – Bilingual
Juvenile Justice Specialist – Bilingual
Legal Secretary 1 & 2 - Bilingual
Land Management Technician 1, 2 & Sr – Bilingual
Mental Health Associate – Bilingual
Mental Health Specialist 1 & 2 – Bilingual
Office Assistant 1, 2 & ~~2Sr~~ – Bilingual
~~Peer Support Specialist -- Bilingual~~
Program Services Coordinator 1, 2 & ~~2Sr~~ - Bilingual
Public Health Educator – Bilingual
~~Senior Community Health Analyst – Bilingual~~
~~Senior Office Assistant – Bilingual~~
~~Senior Program Services Coordinator – Bilingual~~
Victim Advocate – Bilingual
WIC Certifier – Bilingual
Youth Advocacy Coordinator – Bilingual

Health Plan Comparison 1/1/2024-2025

Mr. Wood
TA'd 10/11/24 *John*

ELIGIBILITY:

- Eligible AFSCME General and Nurses, retirees and COBRA participants hired on or before December 31, 2024 may choose between the HDHP, Plus and Co-Pay Plan (cannot return to Co-Pay if elect another plan).
- Eligible AFSCME General and Nurses, retirees and COBRA participants hired on or after January 1, 2025 may choose between the HDHP and Plus Plan.
- All employees who enroll in the HDHP can choose between a Health Savings Account (HSA) and an HRA-VEBA for the County Contribution

SERVICE	HIGH DEDUCTIBLE HEALTH PLAN (HDHP)		PLUS PLAN		CO-PAY PLAN	
	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK	PARTICIPATING PROVIDER	OUT OF NETWORK
Annual Deductible Single / Family	\$1,650/\$3,300 (2025) Effective 1/1/26: \$1,600/\$3,200		\$250 / \$750		None	
Out-of-Pocket Limit Single / Family	\$3,000/\$6,000		\$2,000/\$6,000 Effective 1/1/26: \$2,000/\$6,000		\$1,500/ \$4,500 Effective 1/1/26: \$1,500/\$4,500	
HEALTH SAVINGS ACCOUNT (HSA) or HRA-VEBA funded by Lane County for eligible employees & retirees (not COBRA)	\$1,600/\$3,200 (2025) \$1,600 / \$3200 (2026) Effective 1/1/26: \$2,000/\$4,000 with completion of Live Well Credit		N/A		N/A	
PREVENTIVE SERVICES						
Well baby care	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Routine/annual exams	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
Immunizations	No charge*	Deductible then 40%	No charge*	Deductible then 50%	No charge	50%
PROFESSIONAL SERVICES						
Primary Care Office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
Effective 1/1/26, Specialist Office visits	Deductible then 20%	Deductible then 40%	\$35 co-pay	Deductible then 50%	\$50 co-pay	50%
Surgery	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$35 co-pay	50%
Urgent care office visits	Deductible then 20%	Deductible then 40%	\$25 co-pay*	Deductible then 50%	\$35 co-pay	50%
HOSPITAL SERVICES						
Inpatient room and board	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Inpatient rehabilitation	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Skilled nursing facility care	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay per day ^	50% ^
Emergency room visits (true emergency)	Deductible then 20%	Deductible then 20%	\$250 co-pay* ^	Deductible then 50% ^	\$250 co-pay per day ^	50% ^
OUTPATIENT SERVICES						
Outpatient surgery facility fee	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	\$250 co-pay	50%
Advanced diagnostic imaging	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	50%
Diagnostic and therapeutic radiology and lab	Deductible then 20%	Deductible then 40%	No charge up to the first \$500* then deductible then 20% co-insurance	Deductible then 50%	No charge	50%
OTHER COVERED SERVICES						
Durable medical equipment	Deductible then 20%	Deductible then 40%	Deductible then 20%	Deductible then 50%	20%	20%
Alternative care (includes chiropractic and acupuncture – excludes massage)	Deductible then 20% (up to a maximum of \$500/year)	Deductible then 40% (up to a maximum of \$500/year)	\$25 co-pay* (up to a maximum of \$500/year)	Deductible then 50% (up to a maximum of \$500/year)	\$35 co-pay (up to a maximum of \$500/year)	50% (up to a maximum of \$500/year)
Routine eye exam (active employees only)**	\$15 co-pay*	30%*	\$15 co-pay*	30%*	\$15 co-pay*	30%*

This is just a summary of benefits, and the plan documents govern. Please consult your [PacifiSource Member Handbook](#) or contact 541-684-5582 for more information.

*Not subject to annual deductible.

^Co-Pay Plan: Co-pay subject to 5 day max. Co-pay waived if admitted to hospital. For emergency medical conditions, out of network providers are paid at the participating provider level.

^Plus Plan: Co-pay applies to emergency room physician and facility charges only. Co-pay waived if admitted to hospital.

**One eye exam every 24 months for adults, one eye exam every 12 months for children 18 or younger. Retiree plans exclude eye exam.

Prescription Comparison 1/1/20242025

John M. Wood
TA'd 10/11/24

HIGH DEDUCTIBLE HEALTH PLAN	Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^			
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance
Participating Mail Order Service			
Up to a 90 day supply	20% co-insurance	20% co-insurance	20% co-insurance
Non-participating Pharmacy			
Regardless of tier or day(s) supply	50% co-insurance		
Specialty Drugs – Participating Specialty Pharmacy			
Up to a 30 day supply	20% co-insurance		
Specialty Drugs – Not filled through Participating Specialty Pharmacy			
Regardless of tier or day(s) supply	50% co-insurance		
PLUS & CO-PAY PLANS	Tier 1	Tier 2	Tier 3
Participating Retail Pharmacy ^			
Up to a 30 day supply	\$15 co-pay	\$30 co-pay	\$35 co-pay
31-60 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay
61-90 day supply	\$45 co-pay	\$90 co-pay	\$105 co-pay
Participating Mail Order Service			
Up to a 90 day supply	\$30 co-pay	\$60 co-pay	\$70 co-pay
Non-participating Pharmacy			
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater		
Specialty Drugs – Participating Specialty Pharmacy			
Up to a 30 day supply	Same as retail, Effective 1/1/26, 30% co-insurance up to \$100 max		
Specialty Drugs – Not filled through Participating Specialty Pharmacy			
Regardless of tier or day(s) supply	50% co-insurance or retail co-pay, whichever is greater		

Important:

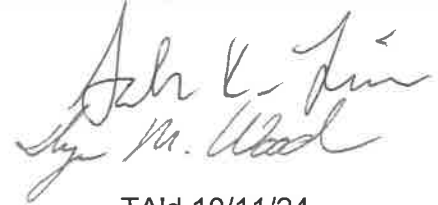
- Eligible AFSCME General or Nurses hired on or before **December 31, 2024** may choose between the High Deductible Health, Plus and Co-Pay Plan.
- Eligible AFSCME General and Nurses hired on or after **January 1, 2025** may choose between the High Deductible Health Plan and Plus Plan.

^ Remember to show your PacificSource ID card each time you fill a prescription at a retail pharmacy. **Note:** Regardless of the reason or medical necessity, if you receive a brand name drug or if your physician prescribes a brand name drug when a generic is available, you will be responsible for the brand name drug's co-payment and/or coinsurance. See your member handbook for important information about your prescription drug benefit.

*Effective 1/1/26, All plans are subject to a generic preferred drugs. Brand name drugs will only be covered when medically required **Note:** Regardless of the reason or medical necessity, if you receive a brand name drug or if your physician prescribes a brand name drug when a generic is available, you will be responsible for the brand name drug's co-payment and/or coinsurance cost of the drug.

This is just a summary of benefits, and the plan documents govern. Please consult your PacificSource Member Handbook or contact 541-684-5582 for more information.

Health Plan Monthly Premium Comparison
1/1/2024-2025


TA'd 10/11/24

Employee cost per month[^]

Labor Agreement	Hire Date	Co-Pay Plan**	High Deductible Health Plan**	PrimePlus Plan**
<u>AFSCME General and Nurses</u>	<u>On or after 1/1/2025</u>	<u>N/A</u>	<u>\$20/month</u>	<u>Employee \$30/month Employee + Dependent(s) \$50/month</u>
<u>AFSCME General and Nurses</u>	<u>On or before 12/31/2024</u>	<u>Employee – \$50/month Employee + Dependent(s) – \$70/month</u>	<u>\$20/month</u>	<u>Employee \$30/month Employee + Dependent(s) \$50/month</u>

[^]Effective, 1/1/26, If you and/or your spouse/domestic partner are enrolled in a Lane County medical plan and use tobacco products, you'll pay a monthly surcharge of \$25/mo for employee, \$25/mo for spouse/domestic partner, or \$50/mo for both employee and spouse/domestic partner.

** All eligible employees with a premium cost share who complete all parts of the "Live Well Credit" Health Risk annually will receive a \$20/month credit.