

NURSES CONTRACT

between

LANE COUNTY, OREGON

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(LOCAL 2831)**

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previous agreements between the parties, or any individual employee covered by this Agreement are hereby suspended and superseded.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.

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

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

Demotion: The term "demotion" shall mean a change from one classification to another classification, voluntarily, with a salary grade 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 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.

1 **Just Cause:** The term "just cause" shall mean any act of misconduct on the part of an
2 employee who will reasonably justify the imposition of discipline and further justifies the penalty
3 imposed.

4
5 **Labor Relations Manager:** The term "Labor Relations Manager" shall mean the individual in
6 the position with that name or in a subsequent independent position who serves as the
7 **COUNTY's** chief labor negotiator. In the event that the **COUNTY** eliminates the independent
8 position of a chief labor negotiator, this term shall refer to the person designated by the
9 **COUNTY's** Administrator to perform this function.

10
11 **Non-Probationary Employee:** The term "non-probationary employee" shall mean a bargaining
12 unit employee who is serving in a permanent position and who has been awarded permanent
13 status following successful completion of a probationary period.

14
15 **Paid Time:** The term "paid time" shall mean all time for which an employee receives
16 compensation, including work time and paid leave time.

17
18 **Part-time Employee:** The term "part-time employee" shall mean an employee whose normal
19 workweek is less than forty (40) hours.

20
21 **Pay Period:** The term "pay period" shall mean two (2) workweeks.

22
23 **Permanent Employee:** The term "permanent employee" shall mean an employee who has
24 been hired, has served the probationary period and is working in a permanent position.

25
26 **Permanent Position:** The term "permanent position" shall mean positions which have been
27 approved by the ~~COUNTY~~ Lane County Board of Commissioners; which ~~are-is~~ included in the
28 adopted **COUNTY** budget; which ~~are-is~~ budgeted in excess of 1040 hours ~~in a fiscal year, or~~
29 ~~equal to or greater or equal to or greater than~~ twenty (20) hours per week.

30
31 **Position:** The term "position" shall mean a group of duties and responsibilities assigned to a
32 single employee.

33
34 **Probationary Employee:** The term "probationary employee" shall mean a bargaining unit
35 employee who is serving in a permanent position and who is in the process of serving a
36 probationary period.

37
38 **Probationary Period:** The term "probationary period" shall mean the length of time a newly
39 hired or promoted employee is on probation.

40
41 **Promotion:** The term "promotion" shall mean a change by an employee from one classification
42 to another classification which has a maximum salary higher than that of the previous
43 classification.

44
45 **Qualified:** The term "qualified" shall mean satisfaction of the minimum qualifications for the
46 classification for which promotional candidates are being sought.

47
48 Reassignment: The term "reassignment" means moving an employee, voluntarily or
49 involuntarily, from one position to another within the same classification and department.

50
51 **Recall:** The term "recall" shall mean the return of an employee on layoff to a permanent position
52 in the bargaining unit.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

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

Temporary Employee: The term "temporary employee" shall mean any 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 classification to another at the same pay grade of different pay grade that does not constitute a promotion or demotion.

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

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 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** 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 the 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**.

1 **Section 3 – New-Bargaining Unit Employee Notifications**
2

3 The **COUNTY** shall furnish within ten (10) calendar days of the date of hire to the **UNION** an
4 electronic list, in Excel or similar spreadsheet, of new bargaining unit employees, who have
5 accepted positions represented by the **UNION**, along with anticipated start dates, ~~or~~ notification
6 of no new bargaining unit employees, and employees leaving the bargaining unit, by the close
7 of business each Friday. The list shall contain the name, employee ID number, classification,
8 position number, department, position status date of employment, bargaining unit designation
9 and any other employee information in the **COUNTY**'s records that the **COUNTY** is legally
10 obligated to provide.
11

12 **Section 4 – Timely Deductions**
13

14 A file listing new authorizations or changes in authorizations for employee **UNION** deductions
15 shall be submitted by the **UNION** to the **COUNTY** electronically by close of business on the
16 business day immediately following the end of the second (2nd) pay period of each month. The
17 **COUNTY** agrees that new or changed **UNION** payroll deduction authorizations submitted within
18 the timeliness above shall be deducted from the next issued paycheck for the previous
19 applicable pay period.
20

21 **Section 5 – Monthly Audit**
22

23 The **COUNTY** agrees to run an audit comparing the full list of all represented bargaining unit
24 employees with the list of employees who have authorized **UNION** deductions as provided for
25 electronically by the **UNION** to the **COUNTY** by the second (2nd) Wednesday of the second (2nd)
26 pay period of each month. The **UNION** agrees to provide the **COUNTY** copies of employee
27 authorization forms upon request.
28

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. The Human Resources Director or designee can issue approval for the **UNION** President to leave their station with supervisory notification. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval.

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 time 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 ~~three-four (34)~~ additional employees. 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) (F)~~ Union Leave

a. An employee, but not more than ~~one (1)~~two (2) at any one time, nor more than one (1) from any department, who accepts an official position with the **UNION** may, if no serious disruption of operations, with thirty (30) days advance notice, be granted a 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

1 granted to an employee in any eighteen (18) month period.
2

3 b. The UNION, within thirty (30) days of payment to the employee on Union Leave,
4 will reimburse the COUNTY for payment of wages, benefits, Time Management
5 accrual, use of accrued leaves, holidays, PERS, deferred compensation
6 contributions, payroll taxes, and all other employer-related expenses, including
7 days in which the employee is participating in bargaining. The COUNTY will
8 invoice the UNION after each pay period for the described expenses.
9

10 c. Employees on Union Leave will report any time away from the UNION position to
11 their COUNTY supervisor for coding their timecard for use of Time Management
12 or other accrued leave. The COUNTY will not incur overtime as a result of this
13 Agreement.
14

15 a.—The UNION will indemnify and hold the COUNTY harmless against any and all
16 claims, damages, suits, or other forms of liability, including, but not limited to
17 workers' compensation, which may arise out of any action taken or not taken by
18 the COUNTY for the purpose of complying with these provisions.
19

20 (G) ~~(H)~~ COUNTY employees have the right to join and participate in the activities of the
21 UNION for the purposes of representation and collective bargaining with the COUNTY
22 on matters concerning employment relations as long as a loss of time or disruption of
23 COUNTY business is not incurred.
24

25 (H) ~~(J)~~ The COUNTY agrees that where, in the judgment of the COUNTY, its operations
26 will not be seriously disrupted, it will allow UNION Executive Board Members who are
27 otherwise scheduled to work, but not more than one (1) per Department, to attend
28 Executive Board meetings after 5:00 p.m. without pay.
29

30 Section 2 – PECBA Requests for Information

31
32 (A) In accordance with Appendix D the COUNTY agrees to furnish the UNION, in response
33 to reasonable written requests from time to time, information pertaining to employees
34 covered by this Agreement, which is readily and reasonably available to the COUNTY in
35 the regular course of business, not exempt from public disclosure, and is subject to
36 disclosure under PECBA. When the UNION submits to the COUNTY a request for
37 information related to disciplinary matters involving a UNION represented employee, the
38 COUNTY shall provide the UNION with an electronic copy of the final investigation
39 report relied on by the COUNTY, including supporting documentation, at no charge to
40 UNION. If the UNION requests information in addition to the documents described in this
41 paragraph, the procedures set forth in ~~the MOU referenced above~~ Appendix D shall
42 apply.
43

44 (B) The COUNTY shall furnish the current names, mailing addresses, and any other
45 employee information in the COUNTY's records that the COUNTY is legally obligated to
46 provide, of all bargaining unit members to the UNION, at no cost, no less than every one
47 hundred twenty (120) days.
48

49 Section 3 – COUNTY-UNION Meetings

50

1 From time to time issues of mutual concern will arise which may need discussion between the
2 **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular
3 working hours on **COUNTY** premises and without loss of pay to participating employees,
4 provided that such employees shall not exceed two (2) in number. Notice of the prospective
5 topics of discussion shall be furnished with the request for a meeting. Nothing in this provision is
6 to be construed as a requirement of either party to negotiate on any matter during the term of
7 this Agreement.

8
9 **Section 4 – COUNTY Information**

10
11 The **COUNTY** agrees to make available to the **UNION** electronically, at no cost, a copy of all
12 regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and
13 classification specifications, including amendments and additions. Within thirty (30) days after
14 execution of this Agreement, the **COUNTY** will update the above documents made available to
15 the **UNION**. The **UNION** will pay for additional copies of the Lane Code, the Lane Manual and
16 the Administrative Procedures Manual, if needed. Additions and amendments to the Lane Code,
17 Lane Manual, Administrative Procedures Manual and classification specifications shall not
18 become effective until the **UNION** has been sent an electronic copy.

19
20 **Section 5 – Protection of Rights**

21
22 (A) The parties shall not interfere with, restrain or coerce employees in or because of the
23 exercise of rights guaranteed under ORS 243.650 to 243.782 or this Agreement and the
24 **COUNTY** further agrees not to dominate or interfere with or assist in the formation,
25 existence or administration of the **UNION** or any successor employee organization.

26
27 (B) The parties agree that any acts described within this section constitute Unfair Labor
28 Practices under ORS 243.672 and are subject to appeal and review by the Employment
29 Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35.
30 Therefore, this section is not subject to Article 6 - Grievance Procedure of this
31 Agreement and shall be subject exclusively to the applicable Oregon Revised Statutes
32 and Oregon Administrative Procedures. Further, if an Unfair Labor Practice Complaint is
33 filed, any grievance over the issue becomes null and void, and the issue shall become
34 subject exclusively to the applicable Oregon Revised Statutes and Oregon
35 Administrative Procedures.

36
37 **Section 6 – Officers and Representatives**

38
39 The **UNION** shall provide a current list of its officers and representatives to the Labor Relations
40 Manager, or designated representative. The **UNION** shall notify the Labor Relations Manager,
41 or designated representative, of changes to this listing in a timely fashion.

42
43 **Section 7 – Orientation of Union Employees**

44
45 The **COUNTY** agrees to comply with ~~HB 2016 (effective January 1, 2020)~~ ORS 243.804 and
46 notify the **UNION** within ten (10) calendar days of all new employees hired into bargaining unit
47 positions and to provide at least thirty (30) minutes and no more than one hundred twenty (120)
48 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 the 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 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

1 investigation. This notification requirement shall not apply to informal investigations, or
2 investigations conducted by the Sheriff, District Attorney or any outside agency.
3

4 **Section 2 – Pre-disciplinary Hearing**
5

6 When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the
7 **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges
8 against the employee and the proposed disciplinary action and shall provide the employee with
9 the opportunity to respond to the charges at a hearing with the supervisor or person having
10 authority to impose the proposed disciplinary action. In the event this proceeding is recorded,
11 the **COUNTY** will provide a copy of the recording and/or transcript to the **UNION**.
12

13 (A) The non-probationary employee whose discipline involving discharge or suspension is
14 being considered shall be granted fourteen (14) calendar days (or more by mutual
15 agreement) to prepare for the disciplinary hearing.
16

17 (B) The employee shall be entitled to have **UNION** representation, not to exceed two (2)
18 **COUNTY** employees at the pre-disciplinary hearing.
19

20 **Section 3 – Effective Date of Discipline**
21

22 Once an employee has received any disciplinary action, such action shall be final, subject to the
23 grievance procedure, Article 6 of this Agreement.
24

25 **Section 4 – Extension of Time**
26

27 Extensions to the time limits shall be permitted under the following circumstances:
28

29 (A) The time limits set forth in this Article may be extended by mutual agreement in writing
30 or via email.
31

32 (B) If the employee, the supervisor or any other directly involved individual is unavailable to
33 properly investigate the incident or deliver disciplinary action due to illness or vacation,
34 the time limits specified herein shall be extended by the number of days the individual(s)
35 specified are unavailable.
36

37 (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal
38 activity, or an external regulatory agency initiates an investigation, the time limits
39 specified in this Article shall commence at the close of any related criminal investigation
40 and/or legal action.
41

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 the employee understands has 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~~ is encouraged to first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:
- (a) A statement of the grievance and relevant facts;
 - (b) Applicable provisions of the contract; and
 - (c) Remedy sought.
- (2) The supervisor shall attempt to resolve the grievance and shall furnish the grievant a written statement of their position within ~~seven (7)~~ fourteen (14) calendar days.

(B) **STEP 2**

- (1) If the grievance is not resolved in Step 1 above, or the supervisor has not submitted a written reply within ~~seven (7)~~ fourteen (14) calendar days, the grievant or a duly

1 designated representative of the **UNION** may refer the grievance in writing to the
2 applicable Department Director who shall designate a representative. The
3 representative shall investigate the particulars of the grievance and shall attempt to
4 resolve the issue within ~~seven (7)~~fourteen (14) calendar days of receipt, furnishing a
5 written reply to the aggrieved party and the **UNION** within that time period.
6

7 ~~(1)(2)~~ Any grievance which involves suspension may be introduced at this step.
8

9 **(C) STEP 3**

- 10
11 (1) If, after proceeding through Step 2 above, the grievance is still unresolved, the
12 aggrieved party and/or designated representative may refer it to the Department
13 Director, no later than ~~seven (7)~~fourteen (14) calendar days from the date the
14 grievant receives the Step 2 response or date when said response is due.
15
16 (2) The Department Director, or designee, and the **COUNTY**'s Labor Relations Manager
17 shall meet with the grievant and the designated representative no later than fifteen
18 (15) days from receipt of the Step 3 appeal. The Department Director shall provide
19 the **COUNTY**'s written response within fifteen (15) days from the date of the Step 3
20 meeting.
21
22 (3) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this
23 step.
24
25 (4) Any grievance which involves discharge, or is of a class action nature, may be
26 introduced at this step,
27

28 **(D) STEP 4**

29
30 If the Step 3 response from the **COUNTY** is not acceptable, the **UNION** may submit the
31 matter for arbitration and request a list of arbitrators from the State Employment
32 Relations Board within thirty (30) days of the **COUNTY**'s Step 3 ~~meeting~~response.
33

34 **Section 3 – Arbitration Guidelines**

- 35
36 (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot
37 agree to the selection of an arbitrator within eight (8) calendar days, final selection shall
38 be accomplished with one (1) party, to be determined by lot, first striking off one of the
39 ~~five-seven~~ (1 of ~~57~~) names submitted by the State Mediation and Conciliation Service
40 and thereafter the parties alternately striking names until one (1) name remains.
41
42 (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any
43 terms or conditions of this Agreement, to substitute their judgment for that of either party
44 in any instance where the parties have exercised their rights under the terms of this
45 Agreement, nor shall the arbitrator decide on any condition which is not specifically
46 treated in this Agreement.
47
48 (C) The award of the Arbitrator may or may not include back pay provided, however, that
49 any back pay award shall not be in excess of the amount of wages and benefits actually
50 lost during the period from sixty (60) days prior to the filing of the grievance and the date

1 of implementation of the arbitrator's award, less any compensation that the employee
2 actually received.
3

4 (D) The Decision and Award of the arbitrator shall be submitted within thirty (30) calendar
5 days following the presentation of the case and such decision shall be final and binding
6 on both parties.
7

8 (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration shall pay the full
9 expenses and arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** shall
10 assume individual liability for the cost of their respective witnesses and attorney fees.
11

12 (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the
13 written decision to both parties.
14

15 **Section 4 – General Provisions**

16
17 (A) All meetings and hearings under this procedure shall be kept informal and private and
18 shall include only such parties in interest and/or designated representatives as referred
19 to in this Article.
20

21 (B) All information relative to the grievance and resolutions accomplished via the procedure
22 shall be considered exempt from public disclosure to the extent allowed by law.
23

24 (C) The **UNION** shall designate authorized representatives to investigate and process
25 grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such
26 authorization.
27

28 (D) All grievance proceedings and reasonable investigation time, where practicable, shall be
29 held during the regular business hours when **COUNTY** facilities are open, on **COUNTY**
30 premises and without loss of pay or recrimination to the aggrieved party and/or a
31 designated representative. It is understood that the **COUNTY** shall not incur overtime
32 liability as a result of such proceedings or investigation.
33

34 (E) The **COUNTY** agrees to send a copy of all grievance responses pursuant to this Article
35 to the designated representative of the **UNION** on the same day as the grievant.
36

37 (F) A grievance may be terminated at any time upon receipt of a signed statement or
38 electronic communication from the employee, or duly designated representative, stating
39 the matter is no longer at issue.
40

41 **Section 5 – Time Limits**

42
43 (A) Any time limit in this Article may be extended for reasonable cause by mutual agreement
44 and be binding on both parties. Such agreement, when practicable, shall be reduced to
45 writing and signed by both parties or by mutual consent via email. Should an aggrieved
46 employee be absent from the workplace, time limits will be extended by the same
47 number of days the employee is absent. Failure by the aggrieved party and/or
48 designated representative to properly observe time limits as stated without such
49 agreement shall cause the grievance to become null and void.
50

- |
- 1 (B) Should the appropriate management personnel fail to respond to the grievance at any
 - 2 level within the time limits prescribed, exclusive of the provisions of paragraph (A)
 - 3 above, the grievant may immediately appeal to the next higher step in the procedure.
 - 4

1 **ARTICLE 7**

2 **GENERAL PROVISIONS**

3
4 **Section 1 – Employee Information**

5
6 (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent
7 information regarding benefits.

8
9 (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental
10 Manuals.

11
12 (C) The **UNION** agrees to provide to new bargaining unit employees copies of, or electronic
13 access to, this Agreement.

14
15 **Section 2 – Personnel File**

16
17 (A) The **COUNTY** shall maintain records relative to each employee's performance,
18 promotion, discipline, substantiated, unfounded or exonerated complaints and other
19 matters relative to the status of an employee, such records collectively to be referred to
20 as the Personnel File. There shall only be one (1) official Personnel File and that file
21 shall be maintained in Human Resources.

22
23 (B) All documentation must be dated before inclusion in the official Personnel File. The
24 official Personnel File shall be available to the employee and their designated
25 representative for review and copying. The employee will be furnished with a copy of
26 documents in the Personnel File and will be charged the current established rate for
27 copies in excess of ten (10) pages.

28
29 (A) No document may be placed in an employee's personnel file without the employee's
30 knowledge. No grievance may be filed concerning placement of non-disciplinary
31 documentation in the personnel file. However, employees shall have the right to include
32 a written rebuttal to any documentation, provided such rebuttal is submitted through their
33 Department Director within thirty (30) days of the date the employee had knowledge of
34 inclusion of the document in the file.

35
36 (B) If the **COUNTY** and the **UNION** agree that any material reflecting critically or adversely
37 on an employee is proven to be materially incorrect, it shall be removed from the
38 personnel file. Grievances shall not be placed in personnel files.

39
40 **Section 3 – Work Rules**

41
42 The **COUNTY** shall furnish the **UNION** a copy of all work rules, regulations and general or
43 special orders in writing in a timely manner. The **COUNTY** will disseminate these rules,
44 regulations and orders in an appropriate manner.

45
46 **Section 4 – Professional Nursing Matters**

47
48 A Professional Nurse Committee composed of a maximum of five (5) employee representatives
49 selected by the **UNION**, which includes representation from each of the areas of Public Health,

1 Behavioral Health ~~and~~, Community Health Centers, ~~and Public Safety~~ and up to five (5)
2 representatives of the **COUNTY** shall meet for up to two (2) hours once a quarter during normal
3 **COUNTY** business hours. This time will be compensated in accordance with Article 10. The
4 Committee shall meet for the purpose of making recommendations to management for the
5 safety of nursing practices, improvement in the quality of nursing care and professional nursing
6 standards of care and conduct as it relates to County provided services.

7
8 **Section 5 – Expense Reimbursement**
9

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

12
13 **Section 6 – Non-discrimination**
14

15 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit
16 without discrimination in accordance with applicable local, state and federal laws and
17 regulations. Grievance claiming violation of this section shall not be arbitral.

18
19 **Section 7 – Uniforms**
20

21 The **COUNTY** shall reimburse up to a maximum of ~~three-four~~ hundred and fifty dollars
22 (\$~~350~~450.00) annually for required uniforms, personal stethoscopes and/or protective footwear
23 that meet OSHA standards. Proof of actual purchase shall be furnished to the **COUNTY**.
24

25 **Section 8 – Parking**
26

27 (A) The **COUNTY** may raise parking fees to match fees in the market area, however only
28 one (1) change may be made during the life of the contract.

29
30 (B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all
31 parking lots, except the most expensive lot and least expensive lot, between High and
32 Charnelton Streets on the East and West, and 4th and 11th Streets on the North and
33 South of the Lane County Public Service Building and the Courthouse.

34
35 ~~(C) **UNION** represented employees stationed at the Lane County Adult Corrections facility
36 and working for the Lane County Sheriff's Office shall be provided free parking.~~

37
38 ~~(D)~~(C) The following parking provisions apply to employees working at the Community
39 Health Center of Lane County, Riverstone Clinic:
40

41 (1) Staff will be allowed to park in the lot behind the Riverstone Clinic after 5:00 p.m. on
42 weekdays and on weekends. Employees will be allowed the time necessary to move
43 vehicles during the workday to address the parties' safety concerns.
44

45 (2) The parties agree to meet and develop mutually agreeable strategies to address
46 safety concerns raised by employees.
47

48 (3) All parties agree that, other than the times specified in item 1 above, no staff of the
49 Community Health Centers of Lane County will be allowed to park in the lot adjacent
50 to the Riverstone clinic.
51

1 **Section 9 – Substance Abuse Policy**
2

3 In the event the **COUNTY** establishes a County-wide Committee to develop a substance abuse
4 policy, the **UNION** will be given notice and the opportunity to designate a representative to the
5 Committee.
6

7 **Section 10 – Licenses, Certifications and Memberships**
8

9 (A) The **COUNTY** will reimburse employees for the cost of professional
10 licenses/certifications required for their position. ~~The **COUNTY** will cover the cost of one~~
11 ~~(1) professional membership per employee annually. Such memberships are limited to~~
12 ~~the professional organization aligned with the employee’s clinical job duties as it relates~~
13 ~~to business need.~~
14

15 (B) Receipts for expenses submitted forty five (45) days or more after the end of the fiscal
16 year (July 1 - June 30) will not be reimbursed without specific Department Director
17 approval.
18

19 ~~(A)(C) The **COUNTY** will not reimburse Drug Enforcement Agency (DEA) Certificate~~
20 ~~fees, as these fees are waived for current employees of Federally Qualified Health~~
21 ~~Centers (FQHC).~~
22

23 **Section 11 – Loan Repayment Programs**
24

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

32 (B) Employees are responsible for maintaining knowledge of current requirements of loan
33 repayment programs. Should an employee become aware that they are not meeting the
34 minimum FTE requirement of their loan repayment program, they will notify the
35 **COUNTY**. The **COUNTY** will offer an increase to their FTE prior to filling budgeted
36 vacant positions of the same classification.

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.

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

Section 2 – Legal Requirements

The **COUNTY** and the **UNION** both recognize that there may be a legal requirement to place an employee into 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~~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 positions. Promotional preference will occur subject to the following:

(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.~~

~~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.~~

~~(1) Employees going on vacation, 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.~~

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

1 ~~promotional request form.~~

2
3 ~~(2)~~(1) Employees can keep themselves informed of current posted positions by
4 accessing the on-line **COUNTY** Employment Opportunities web page.

5
6 ~~(3)~~(2) Employees must keep Human Resources notified of their current address, email
7 addresses and phone number.

8
9 ~~(C)~~(B) ~~Human Resources staff will accept electronic and/or paper Promotional Request~~
10 ~~forms and maintain an up-to-date promotional request file.~~ When a vacant AFSCME
11 position is posted, Human Resources will ~~send a copy of the recruitment announcement~~
12 ~~individually to the~~notify all employees ~~on the promotional notification list for that~~
13 ~~classification~~ via the employee's current email addresses on file.

14
15 ~~(D)~~(C) As determined by the **COUNTY**, promotional eligibility shall be based on the
16 score received on the supplemental scoring and/or any other appropriate selection tool,
17 and seniority.

18
19 ~~(E)~~(D) Employees who meet minimum qualifications for the promotional opportunity will
20 receive seniority points at the rate of two (2) points for each six (6) months of
21 employment up to a maximum of fifteen (15) years of service, which will be added to the
22 score from the supplemental scoring or other selection tool used to determine
23 qualifications.

24
25 ~~(F)~~(E) Veteran's Preference – Employees who are veterans will have five (5) points
26 added to their score after providing required documentation. Employees who are
27 disabled veterans will have ten (10) points added to their score after providing required
28 documentation. All current employees who apply for promotional opportunities must
29 include the appropriate documentation verifying their veteran status, a DD214 or DD215
30 long form and/or disabled documentation, for each position for which they apply.

31
32 ~~(G)~~(F) Up to the top five (5) candidates for internal promotion as determined in
33 paragraphs A-(C) and (D) above and all veterans who meet the minimum and special
34 qualifications shall be referred to the appointing authority for an employment interview.
35 Departments are not required to fill a position with a promotional candidate. They may
36 elect to post the position pursuant to Section 1 of this Article.

37
38 ~~(H)~~(G) All employees on layoff status shall be given an opportunity to apply for any
39 bargaining unit vacancy in any classification which has a pay grade above that of their
40 previous classification and for which they are qualified. When applying for the vacant
41 bargaining unit position, the employee on layoff status shall be eligible as an in-house
42 candidate, subject to the provisions above.

43
44 **Section 4 – Lateral Transfers/Internal Recruitment**

45
46 (A) Lateral transfers and reassignments are generally made from one authorized position to
47 another within the same classification. Lateral transfers may also be made to other
48 classifications at the same pay grade ~~or one (1) pay grade lower or a different grade that~~
49 ~~does not constitute a promotion or demotion,~~ either within the department, or in a
50 different department provided that employees wishing to transfer can demonstrate that
51 they meet the minimum qualifications for the new classification. The **COUNTY** may

1 require an employee wishing a transfer to pass the same test required to qualify for
2 promotion.
3

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

13
14 Lateral transfers will only be considered when a position becomes vacant unless there
15 are two (2) or more transfer candidates who can "trade" positions. Non-probationary
16 employees wishing to trade positions in the same department and classification shall
17 contact Human Resources to make the request. ~~If an employee is interested in being
18 considered for lateral transfer, the employee must submit a written request for lateral
19 transfer, clearly explaining the employee's interests, to Human Resources (or the
20 Department of Public Safety for positions within that Department). The request must be
21 received before a position is posted in order for a transfer request to be considered.
22 Human Resources staff will accept electronic and/or paper Transfer Request forms and
23 maintain an up to date transfer file.~~

24
25 ~~(C) Employees are responsible for updating and maintaining their electronic and/or paper
26 Transfer Request form. When a vacancy occurs, Human Resources will send a courtesy
27 reminder a notice to all employees each week with information on the current Internal Job
28 Opportunities during the first week of January each year to update or maintain their
29 Transfer Request form. The reminder notice will be sent electronically; however, in
30 sections of the County where employees do not have access to computers, supervisors
31 will post reminders notices in a central location within two (2) business days. Employees
32 who will be absent from work for more than one (1) week have a responsibility to notify
33 Human Resources in writing or via e-mail of where they may be reached if they want to
34 be considered for any transfer or promotional position. Further, employees must keep
35 Human Resources notified of their current address, personal email address and phone
36 number.~~

37
38 ~~(D) When a vacancy occurs, order of internal recruitment will occur as follows:~~

39
40 ~~(1) Reassignment: Human Resources will contact appropriate non-probationary
41 employees on the transfer list as defined above, in Section 4 (A) who are eligible and
42 in positions of the same classification within the department to determine employees'
43 interest in reassignment to a specific position. All employees indicating an interest
44 within five (5) business days will be referred to the department for an informal
45 interview consideration. ~~Included with this list will be an outline of appointing authority~~
46 responsibility.~~

47
48 ~~(4)(2) Recall: If no eligible employees are selected for reassignment, Human
49 Resources will contact persons eligible for recall per the provisions of Article 16,
50 Section 2.~~

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

4
5 ~~(2)(3) Transfer and Promotion: When an opening occurs in the appropriate~~
6 ~~classification, transfer candidates~~ ~~If no eligible employees are selected for~~
7 ~~reassignment or recall, Human Resources will post the position internally and notify~~
8 ~~employees as described in paragraph (C) above. All employees indicating interest in~~
9 ~~the position within no less than seven (7) days and no more than fourteen (14) days,~~
10 ~~determined at the time of posting, will be referred to the hiring authority in order of~~
11 ~~transfer and veteran's preference candidates, then promotional candidates. Transfer,~~
12 ~~promotional and veteran's preference candidates shall be referred for interviewed for~~
13 ~~the position before posting the vacancy for Outside Recruitment~~ ~~the position is~~
14 ~~posted. The hiring authority must contact all transfer candidates to schedule~~
15 ~~interviews. If unable to contact candidates immediately, the hiring authority will~~
16 ~~continue to try to make contact for at least three (3) days.~~

17
18 ~~(D)(E) _____ Departments are not required to fill a position with a reassignment, transfer, or~~
19 ~~promotional candidate, unless the provisions of Section 3 (E) of this Article apply. They~~
20 ~~may elect to post the position pursuant to Section 1 of this Article.~~

21
22 ~~(E)(F) _____ Accepting a transfer position will remove the employee's name~~
23 ~~from the transfer list. The employee will be required to contact Human Resources and~~
24 ~~complete a new transfer request form to be placed back on the transfer list.~~

25 26 **Section 5 – Outside Recruitment**

27
28 ~~(A) Outside recruitment means solicitation of applications through a public posting open to~~
29 ~~any qualified person.~~

30
31 ~~(B) If no candidate is selected through the process outlined in Section 4 above the~~
32 ~~appointing authority may select one of the qualifying internal applicants or proceed with~~
33 ~~outside recruitment.~~

34
35 ~~(C) For each outside recruitment, candidates from all sources, including all promotional~~
36 ~~candidates who have scored seventy percent (70%) or more on the supplemental~~
37 ~~scoring/examination as well as all veterans who have met the minimum and special~~
38 ~~qualifications, shall be referred to the appointing authority for an employment interview.~~
39 ~~The appointing authority may select any of the candidates referred.~~

40 41 **Section 5-6 – Department of Public Safety Positions**

42
43 ~~All bargaining unit positions within the Department of Public Safety~~ ~~Sheriff's Office, District~~
44 ~~Attorney's Office, or division of Parole and Probation shall be excluded from Sections 4-3~~
45 ~~through 3-5 of this Article except that Section 1 (A) shall apply. Bargaining unit employees~~
46 ~~working in the Department of Public Safety shall be fully eligible for promotional preference for~~
47 ~~all other bargaining unit positions as provided in this Article.~~

48 49 **Section 6-7 – Reclassification**

50
51 The following shall govern the reclassification of filled positions in the bargaining unit:

1
2 (A) Incumbents in positions being reclassified upward must meet the minimum qualifications
3 for the new classification.
4

5 (B) If, over time, the complexity or level of responsibility of a position increases, the
6 department may submit a request for reclassification to Human Resources. Affected
7 employee(s) shall be notified of all requests for reclassification.
8

9 (C) If an employee believes the duties of the position have changed sufficiently to justify a
10 reclassification, the employee may request a reclassification from the department.
11 Should the department and Human Resources determine an upward reclassification is
12 appropriate, the effective date of the reclassification shall be retroactive to the first full
13 pay period following the date the employee submitted the request. If the reclassification
14 request is denied, the COUNTY will provide a written response and include the reason
15 for denial in the response.
16

17 (D) If an upward reclassification of a vacant position is predicated on a reorganization, all
18 interested employees within the department presently classified in the next lower
19 classification level and who meet minimum qualifications shall be interviewed for the
20 position. Selection will be based on experience, qualifications, and seniority from
21 amongst those employees interviewed. The UNION and all eligible employees will be
22 notified of the opportunity.
23

24
25 ~~(B)~~(E) If a position is reclassified downward, the layoff procedures of this Agreement,
26 Article 16 shall take effect, unless the incumbent employee elects voluntary demotion to
27 the reclassified position and will not be subject to provisions of Section 9 (F).
28

29 ~~(C)~~(F) The **UNION** shall be notified of all reclassifications within ten (10) days of
30 approval.
31

32
33 **Section 7-8 – Flex Staff Series**

34
35 After an employee has been employed at the entry level in a flexibly staffed classification for a
36 period of one (1) year, the employee may be advanced to the journey level subject to the
37 following:
38

39 (A) The employee is remaining in the same position.
40

41 (B) The employee meets the minimum qualifications for the journey level.
42

43 (C) The employee is performing, at an acceptable level, the duties of the journey level.
44

45 (D) An employee, who has been at the entry level for eighteen (18) months or more, may
46 request to be moved to the journey level. Such request shall be approved or denied by
47 the Department Director within fourteen (14) days. The Department Director's decision
48 shall be based upon Paragraphs A, B and C, above.
49

1 (E) Denial of a request to move to the journey level may be appealed by filing a written
2 appeal with Human Resources within fourteen (14) days of receiving the denial from the
3 Department Director.

4
5 (F) The County Administrator or designee shall have ultimate and final authority to approve
6 or disapprove any request for movement from the entry level to the journey level.

7
8 ~~(G)~~ Upon moving from the entry level to the journey level, an employee shall be placed ~~at~~
9 ~~at the appropriate~~ step in the journey level pay grade ~~with a minimum of as~~
10 ~~determined by a wage analysis, or at the step on the new salary grade the results in at~~
11 ~~least~~ five percent (5%) salary increase, ~~whichever is greater.~~

12
13 ~~(G)~~~~(H)~~ Notwithstanding the provisions above, employees in the Medical Assistant
14 Apprentice (MAA) classification will be eligible to move to the Medical Assistant 1 (MA 1)
15 classification after successful completion of education and receipt of Medical Assistant
16 certification. Such employees are not eligible for Step Advancement under Article 10,
17 Section 2.

18
19 ~~(H)~~~~(I)~~ Flexibly staffed classifications are those classifications identified in Appendix A.

20 21 Section 8-9 – Probationary Period

22
23 (A) The probationary period is an integral part of the employee selection process and
24 provides the **COUNTY** with the opportunity to upgrade and improve operational
25 efficiency by observing an employee's work, training and aiding employees in adjustment
26 to their positions; and by providing an opportunity to reject any employee whose work
27 performance fails to meet required work standards.

28
29 (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject
30 any probationary employee during the initial probationary period for any reason without
31 recourse, if in the **COUNTY's** opinion such rejection is in the best interest of the
32 **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall
33 notify such employee two (2) weeks prior to the effective date of such rejection, or at the
34 option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.

35
36 ~~(C)~~ ~~Employees hired on or before December 31, 2021 shall serve an initial probationary~~
37 ~~period of six (6) continuous months worked. Effective January 1, 2022, n~~New bargaining
38 unit employees ~~and temporary employees transferring to permanent employed in~~
39 ~~classifications positions~~ represented by the **UNION**, shall serve a probationary period of
40 twelve (12) continuous months worked in that classification. ~~Limited duration employees~~
41 ~~will serve a continuous probationary period for the duration of the appointment.~~
42 Employees failing to receive a successful or better evaluation rating on their
43 probationary review may have their probationary period extended for a period not to
44 exceed ninety (90) days. Notice shall be given to the **UNION** when a bargaining unit
45 employee's probationary period is extended.

46
47 ~~(C)~~~~(D)~~ Employees hired into the Medical Assistant Apprentice (MAA) classification will
48 serve a probationary period of twelve (12) months. The probationary period will be
49 calculated based on the date of entry into the MAA classification and will continue
50 through flexing into the Medical Assistant 1 classification in accordance with Section 8
51 (H) above.

1
2 (E) Employees who have completed the initial probationary period and are transferred from
3 one position to another but do not change classification, or employees who are
4 reclassified, shall not serve a new probationary period. Employees who have not
5 completed the initial probationary period and accept a transfer will serve the remainder
6 of their initial probationary period or six (6) months from the transfer date, whichever is
7 longer.

8
9 ~~(D)~~(F) Non-probationary employees who voluntarily demote to another classification
10 shall serve a new probationary period of six (6) months in the new classification and
11 receive a new merit eligibility date effective on the day the demotion becomes effective,
12 unless they are demoting to a classification they have previously held and successfully
13 completed the probationary period. Such employees who fail, as determined by the
14 COUNTY, to satisfactorily meet the requirements of the new position or classification,
15 shall receive recall rights their previous classification prior to the voluntary demotion.

16
17 (G) Non-probationary Eemployees who are transferred or promoted to another classification
18 shall serve a new probationary period of six (6) continuous months worked in the new
19 classification. Such employees who fail, as determined by the COUNTY, to satisfactorily
20 meet the requirements of the new position or classification, at any time during the
21 probationary period, shall be returned to the previously held position or classification in
22 the former department.

23
24 (H) Probationary employees who are promoted to another classification shall serve the
25 remainder of their initial probationary period or six (6) continuous months worked,
26 whichever is longer, in the new classification and provisions in paragraph (B) above shall
27 apply. Such employees, who fail, as determined by the COUNTY, to satisfactorily meet
28 the requirement of the new position or classification, at any time during the probationary
29 period, shall be returned to the previously held position or classification in the former
30 department provided there is a vacant position or the provisions in paragraph (B) above
31 shall apply.

32
33 ~~(E)~~(I) Employees rejected in probation shall not be eligible to compete for a position in
34 the same classification under the same work unit for a period of one (1) year.
35

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 nine (9) hour period or eight (8) hours in an eight and one-half (8-1/2) hour period 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 4-3 – 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 affected employee at least ten (10) calendar days prior to implementation of such changes. Regular work schedules shall be established as far in advance as the **COUNTY** reasonably feels is practical, but in no event shall they be posted less than fourteen (14) days prior to the onset of the work period. The ten (10) day notice of schedule change shall not be required for employees assigned to modified duty under worker's compensation.

(B) While it is understood that employees shall not have the privilege of selecting work schedules, the **COUNTY** shall make a good faith attempt to avoid making changes in work 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 based upon seniority. In the event of 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.

(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**.

Section 4 – Flex Schedules

(A) Non-exempt employees may flex their work schedule within a workday or workweek under the following provisions:

1 (1) Employees must have advance written/e-mail supervisory approval for planned
2 absences, such as medical appointments, etc. with at least one day in advance
3 notice (same-day requests will not be approved, except for emergent situations as
4 outlined in paragraph 2b. below). For example, if an employee has a doctor
5 appointment from 8:00 am – 9:00 am and wishes to work until 6:00 pm that same
6 day to make up the hours, they must seek supervisory approval at the time of
7 requesting the absence for the appointment. In this example, the hour from 5:00 pm
8 – 6:00pm would not be eligible for overtime or compensatory time.
9

10 (2) Employees must obtain supervisory approval in writing/by email to flex their schedule
11 for emergent situations. For example, if an employee must take part of a morning off
12 to arrange for unexpected childcare or medical care issues, they must seek
13 supervisory approval to flex their time into the evening or on a different day in the
14 workweek to make up the hours. Supervisors and managers will grant requests
15 equitably among similarly situated employees.
16

17 (3) Supervisors will consider all impacts to operational or business needs when
18 approving or denying requests. It will be management’s sole discretion in approving
19 or denying requests. Supervisors will respond in writing within two (2) business days
20 of the request and if denied will include the reason.
21

22 (4) Denial of temporary flex schedule changes are not subject to the grievance
23 procedures of this Agreement or any other appeal process.
24

25 (5) The COUNTY retains the final decision relative to work schedules as outlined in
26 Article 9, Section 3 (B).
27

28 ~~(4)~~(6) The flexing of schedules must not interfere with the statutory and contractual
29 obligations for employees to receive rest and meal periods.
30

31 **Section 35 – Alternate Work Schedules**
32

33 (A) It is recognized that the COUNTY may, from time to time, find that changes in individual
34 or operational work schedules are in the best interest of COUNTY operations.
35

36 (B) When an employee works an alternate work schedule pursuant to Section (A) or (B)
37 above, all hours worked pursuant to the schedule shall be considered regular hours and
38 not subject to the overtime provisions of this agreement. It is agreed that in no event
39 shall an employee be required to work more than forty (40) straight time hours in the
40 workweek.
41

42 (C) Supervisors shall make a good faith effort to accommodate requests for an alternate
43 work schedule, will respond in writing within fourteen (14) days of the request and if
44 denied will include the reason. The final decision to grant or deny any request for an
45 alternate work schedule shall be at the sole discretion of the Department Director and
46 the decision shall not be subject to the grievance and arbitration provisions of this
47 Agreement.
48

49 (D) Work schedules shall not be temporarily changed for the purpose of avoiding the wage
50 provisions of this Agreement.
51

1 **Section 5-6 – Overtime**
2

3 When the **COUNTY** requires employees to work overtime, the following shall apply:
4

5 (A) Unless otherwise provided in this section, authorized overtime work shall be
6 compensated by payment at the rate of one and one-half (1-1/2) times the regular hourly
7 rate. If the employee and the department agree, an equivalent credit of compensatory
8 time off may be given in lieu of the paid overtime.
9

10 (B) Except as modified by Sections 2 and 3 and 4 above, all work performed in excess of
11 eight (8) hours in any one (1) workday, or forty (40) hours in a workweek as defined
12 herein, shall be considered overtime work. All hours over forty (40) in the workweek that
13 are worked on the seventh (7th) consecutive day of work in the workweek shall be paid at
14 two (2) times the regular hourly rate. Overtime shall not apply to employees who work in
15 excess of five (5) consecutive days if such work period is at the employee's request or in
16 the operation of 24-hour facilities involving rotation to a different shift where overtime
17 would apply after seven (7) consecutive days worked.
18

19 (C) For the purposes of overtime and double overtime calculation, holiday pay will count as
20 "work performed." The parties agree an example of this calculation is as follows:
21 employee works either (8) hours Monday and Tuesday. Wednesday is a holiday and
22 employee receives eight (8) hours of holiday pay and performed no work duties.
23 Employee works 8 hours on Thursday and then 10 hours on Friday. Employee will
24 receive two (2) hours of overtime pay on Friday because the employee has reached the
25 threshold of forty (40) hours worked in the workweek.
26

27 (D) For the purposes of overtime and double overtime calculation Time Management (TM)
28 and other non-worked paid leave (e.g., holiday hours, compensatory time taken) will
29 count as "work performed" toward the forty (40) hours in a workweek total. However, TM
30 and other non-worked paid leave (e.g., comp time taken) will NOT count toward the eight
31 (8) hours per workday pay total for purposes of calculating overtime and double
32 overtime. For the purposes of overtime and double time calculations, the first day
33 worked will be the employee's first regularly scheduled workday in the workweek. For
34 the purposes of double overtime, employees must have actually worked on each seven
35 (7) consecutive days.
36

37 (E) For the purposes of applying this language to part-time Nurse Practitioner and
38 Physician's Assistant providers the following will apply:
39

40 (1) For purposes of overtime the part-time employee must meet their normally
41 scheduled hours in the workweek before they are eligible for overtime. If the
42 employee meets their regularly scheduled hours in the workweek by actually working
43 those hours, being paid for holiday pay or time management and they work on
44 Saturday or Sunday, they will be paid for overtime.
45

46 (2) For the purposes of overtime and double overtime calculations, the first day worked
47 will be the employee's first scheduled workday in the workweek. For the purposes of
48 double overtime employees must have actually worked on each seven (7)
49 consecutive days and meet the forty (40) hour requirement in the workweek.
50

1 (F) The parties agree that the following are examples of how the overtime provisions
2 describe in paragraphs C and D above would be calculated for an employee whose
3 normal work schedule is eight (8) hours in a workday and five (5) days in a workweek:
4

5 (1) Example: Employee works four (4) eight (8) hour days (Monday, Tuesday,
6 Wednesday, Thursday) and then takes eight (8) hours of TM on Friday. If employee
7 works on the following Saturday, employee will earn overtime for those hours as forty
8 (40) hours of "work performed" within the workweek has been reached. However, if
9 the employee works on the following Sunday, the employee will receive overtime for
10 those hours worked, not double time, because they have not worked on each
11 consecutive seven (7) days.
12

13 (2) Example: Employee works six (6) hours on Monday and takes two (2) hours of TM to
14 go to a doctor's appointment on Monday. Employee is asked to work two (2) hours
15 after the employee's scheduled shift on Monday. Employee will NOT earn overtime
16 for those two (2) hours because the employee has not worked eight hours in the
17 workday (assuming employee has not crossed the 40 hour per week threshold of
18 worked time).
19

20 (G) The parties agree that the following is an example of how the overtime provisions
21 describe in paragraphs C and D above would be calculated for a part-time Nurse
22 Practitioner ~~of or~~ Physician's Assistant. Example: Part-time Nurse Practitioner employee
23 scheduled to work thirty-two (32) hours a week and is scheduled and works eight (8)
24 hours on Monday, Tuesday, Wednesday and Thursday. Employee does not work on
25 Friday, their normal day off. Employee works four (4) hours on Saturday and four (4)
26 hours on Sunday. The hours on Saturday and Sunday will be calculated as overtime.
27 Double time does not apply since they did not actually work on each of the seven (7)
28 consecutive days.
29

30 (H) The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications
31 of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority
32 in regards to overtime assignments. Overtime shall be authorized in advance when
33 possible, except when unforeseen circumstances arise. Departments shall set forth
34 exceptions, if any, to the advance authorization requirements specified in this section.
35

36 (I) It is understood that for the purposes of overtime calculations, employees working shifts
37 which overlap workdays shall be assumed to have completed their shift on the day in
38 which it commenced.
39

40 (J) Overtime shall be compensated only once for the same hours worked.
41

42 (K) Overtime shall be ~~calculated to the nearest tenth (10th) hour~~ recorded based on actual
43 time worked.
44

45 (L) When a nurse is called to work after the completion of a shift, without at least eight (8)
46 hours off from the end of their last shift worked, the ensuing hours worked shall be
47 compensated at one and one-half (1-1/2) times their regular hourly rate.
48

49 (M) In the event an employee is on a four (4) day, ten (10) hour shift, overtime will be
50 compensated after ten (10) hours in any workday and after forty (40) hours in any
51 workweek, or after four (4) consecutive workdays, regardless of the workweeks involved.

1
2 (N) Employees may accrue up to a maximum of eighty (80) hours of compensatory time.
3 The maximum compensatory time allowed for part-time employees will be forty (40)
4 hours. All time recorded over maximum accrual will be paid out.

5
6 (O) Per FLSA, de minimus cell phone use for purposes other than a location change will not
7 be considered for purposes of calculating overtime, subject to calculation in paragraph
8 (K) above. This time will not exceed seven (7) minutes per day.
9

10 **Section 6-7 – Meal/Rest Periods**

11
12 (A) Employees shall be allowed one (1) rest period of fifteen (15) minutes duration in each
13 one-half (1/2) shift, which insofar as is practicable, shall be in the middle of each
14 half-shift, such time to begin when the employee leaves their work station and to end
15 when the employee returns to their work station.

16
17 (B) Employees who are required to work beyond their regular quitting time shall be allowed
18 a fifteen (15) minute rest period before commencing overtime work provided that it can
19 be reasonably foreseen that such overtime will exceed two (2) hours' duration.
20

21 (C) Unpaid meal periods shall not be less than thirty (30) minutes, nor more than one (1)
22 hour in duration, near the middle of their scheduled shift. Employees required to work
23 during their meal period or portion thereof, shall be paid for that meal period and get
24 another meal period during that shift without pay.
25

26 (D) It is agreed and understood between the parties that the employee's meal period may be
27 interrupted by the **COUNTY's** reasonable operating needs and that such employees are
28 thus subject to call during their meal periods.
29

30 **Section 7-8 – Reporting Place**

31
32 Employees shall report to their regular place of reporting so as to begin work at the designated
33 starting time and shall return to their reporting place so as to be off work by the designated
34 quitting time ~~with approval of their~~with notice to site supervisor. When an employee works in
35 more than one reporting place, one location shall be designated as the regular reporting place.
36

37 **Section 8-9 – Shift Differential**

38
39 The **COUNTY** agrees to pay an hourly shift premium of one dollar and fifty cents (\$1.50) in
40 addition to the established wage rate to employees for all shifts worked on other than the
41 designated day shift. The designated day shift shall be considered any shift with hours primarily
42 between the hours of 10:00 a.m. and 6:00 p.m.
43

44 **Section 9-10 – On-Call**

45
46 (A) An employee who is required to be on-call or on standby during off-duty hours will be
47 compensated at the rate of two (2) hours regular wage per day. If the individual is called
48 to work, they will be paid for the actual hours worked at the applicable straight or
49 overtime rate. To qualify for on-call compensation, an employee must be required to be
50 available for contact by telephone, pager or other telecommunication device and/or to be
51 able to report to work immediately. Except when unforeseeable circumstances occur, no

1 employee shall be required to be on-call more than fourteen (14) days in a twenty eight
2 (28) day period.
3

- 4 (B) Except for calls received from a supervisor or manager in response to an oversight of
5 the employee, an employee who receives a phone call or electronic communication
6 during off duty hours shall be compensated for a minimum of one-half (1/2) hour at the
7 applicable straight or overtime rate in accordance with Article 9, Section 1 and Section
8 ~~56~~.
9

10 If a phone call or electronic communication exchange exceeds one-half (1/2) hour in
11 duration, the employee shall be compensated for the actual time of the call. An
12 employee called back a second time within the time frame of the original call back will
13 not be eligible for an additional call-back pay. Exempt employees' compensation will be
14 in the form of compensation time at the rate of one (1) to one (1).
15

- 16 (C) Calls or electronic communication received during off duty hours for notification of
17 change to reporting place shall be compensated for a minimum of fifteen (15) minutes at
18 the applicable straight or overtime rate in accordance with Article 9 Section 1 and
19 Section 5.
20
21

22 **Section ~~10-11~~ – “Show Up Pay”**
23

24 An employee who reports for work outside of their regular schedule and upon reporting finds no
25 work available shall be guaranteed a minimum of one (1) hour pay at the applicable straight or
26 overtime rate.
27

ARTICLE 10

WAGES

Section 1 – Salary Range Adjustments

(A) ~~The salary ranges in effect at the ratification~~ 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 this Agreement 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.~~

~~(B) 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).~~

~~(C)~~ (B) Cost of Living Adjustments

(1) Effective the first full pay period following July 1, ~~2021~~2024, employees on the payroll on the date the Lane County Board of County Commissioners' approval of this 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%). ~~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.~~

(2) Effective the first full pay period following July 1, ~~2022~~2025, employees on the payroll on that date shall receive a COLA equivalent to 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. The salary ranges shall be set forth in Schedule B and attached hereto.~~

~~(3)~~ Effective the first full pay period following July 1, ~~2023~~2026, employees on the payroll on that date shall receive a COLA equivalent to 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.~~

1
2 **Section 2 – Steps in Compensation Plan**
3

4 ~~(A) Effective the first full pay period following July 1, 2021, the bottom step of the 10-step~~
5 ~~salary schedule will be eliminated and will result in a 9-step salary schedule. Employees~~
6 ~~on the bottom step of the current salary schedule on the payroll on the date of approval~~
7 ~~by the Board of County Commissioners, will move to the new Step 1, retroactive to the~~
8 ~~first full pay period following July 1, 2021.~~

9
10 ~~(B)(A)~~ Employees hired on or before December 31, 2021 at Step 1 of the compensation
11 ~~plan shall advance to Step 2 upon the completion of six months of employment with the~~
12 ~~COUNTY. Otherwise, sStep increases shall occur at twelve (12) month intervals unless~~
13 ~~the employee receives “needs improvement” or lower rating on their performance~~
14 ~~evaluation.~~

15
16 ~~(C)(B)~~ Employees who are denied a step increase must be notified in writing prior to the
17 ~~scheduled date of the increase. The notice must identify the areas of deficiency.~~
18 ~~Employees will be given the opportunity to sign the notice. Employees who are denied a~~
19 ~~step increase may utilize either the Administrative Procedures Manual (APM) evaluation~~
20 ~~appeal process or may use the grievance procedure in Article 6. The only permissible~~
21 ~~claim of contract violation is a management rights violation because the performance~~
22 ~~deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable. The~~
23 ~~parties agree to make every reasonable effort to resolve the issue at or before Step 3 of~~
24 ~~the grievance process.~~

25
26 ~~(D)(C)~~ In the event an employee's evaluation is not completed within thirty (30) calendar
27 ~~days of when due, the following pay period the employee shall advance to the next~~
28 ~~higher step.~~

29
30 **Section 3 – Promotion**
31

32 An employee who is promoted to a position in a class with a ~~higher salary range shall normally~~
33 ~~receive an increase of~~ at least five percent (5%) ~~higher than the employee's current~~
34 ~~classification over the regular salary received prior to the promotion, provided such increase~~
35 ~~does not place the employee at a salary above the top of the range for the new classification.~~
36 ~~will be placed at the appropriate step as determined by a wage analysis performed and~~
37 ~~approved by the Human Resources Director, or their designee, or at the step on the new salary~~
38 ~~grade which results in at least a five percent (5%) increase, whichever is greater.~~

39
40 **Section 4 – New or Revised Classifications**
41

42 Should the **COUNTY** establish a new, or substantially modify an old or existing, classification
43 the following shall apply:
44

45 (A) A proposed wage rate shall be established by the **COUNTY**; and provided to the **UNION**.
46

47 (B) The rate proposed by the **COUNTY** shall be deemed as agreeable to the **UNION** at the
48 end of two (2) calendar weeks from the date of notice above unless the **UNION** requests
49 negotiations over the proposed wage rate within that same period.
50

- 1 (C) Should the **UNION** request to negotiate over the proposed wage rate, the provisions of
2 Article 17, Section 1 shall apply.
3
- 4 (D) No new or modified classification shall be effective until such time as the Lane County
5 Board of ~~County~~ Commissioners ratifies the regular wage rate.
6
- 7 (E) No employee shall incur a salary reduction because of the establishment of a new~~;~~ or by
8 substantially modifying an existing~~;~~ classification pursuant to this Article.
9

10 **Section 5 – Bilingual Differential**

- 11
- 12 (A) Positions designated as bilingual will receive five percent (5%) additional compensation
13 above the base classification pay.
14
- 15 (B) Bilingual designation is an adjunct classification, as indicated in Appendix C. The
16 classification specifications will include bilingual skills of a specified level in a specified
17 language or languages. For example, a CHN-2 position requiring bilingual skills would
18 be designated as CHN-~~B2~~B.
19
- 20 (C) The **COUNTY** shall determine which positions shall be designated as “B” classifications.
21
- 22 (D) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to
23 meet the minimum qualifications for the classification specification; this may include
24 testing current employees on an ongoing basis to meet qualification as determined by
25 the **COUNTY**.
26
- 27 (E) A “B” designated classification shall be considered a separate classification for the
28 purposes of Article 16. In order for an employee in a non-”B” designated classification to
29 bump into a “B” designated classification the employee must meet the minimum
30 qualification for level of fluency for the “B” designated classification.
31
- 32 (F) The **UNION** may obligate the **COUNTY** to a formal classification review for any
33 classification designated to be a "B" classification under this section. However any such
34 formal review requested under the Agreement (Nurses Unit) shall be counted as a
35 request as provided under Article 10 Section 7 (F) of the Agreement for the General
36 Unit.
37

38 **Section 6 – ~~Vaccine Coordinator~~ Other Differentials**

- 39
- 40 (A) Employees in Medical Assistant 2 positions performing vaccine coordinator duties,
41 including directing work and providing technical and functional supervision of work
42 occurring in the Community Health Centers of Lane County, in partnership with the
43 Public Health division, will receive a five percent (5%) additional compensation above
44 the base classification pay.
45
- 46 (B) Community Health Nurses who are assigned as a preceptor to provide supervision
47 during clinical practice, as well as guidance and instruction to new employees who are
48 students and not yet certified or licensed in a medical area will receive five percent (5%)
49 additional compensation above the base classification pay for all hours spent performing
50 preceptor duties.
51

1 ~~(A)~~(C) Employees of the Community Health Centers who are assigned to report to a
2 clinic location other than their regular worksite will receive three percent (3%) additional
3 compensation above the base classification pay for all hours spent performing the duties
4 of their classification at the other clinic location. Employees will not be eligible for
5 additional compensation if they are assigned to a clinic location other than their regular
6 worksite for purposes of attending training or a meeting.
7

8 **Section 6-7 – Direct Deposit**
9

- 10 (A) The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless
11 the **UNION** is provided at least thirty (30) calendar days' notice to the contrary, the direct
12 deposit program shall include the protocols outlined below.
13
14 (B) Employees ~~who have no~~ may access ~~to~~ Employee Self-Service ~~will continue~~ to receive a
15 payroll advice.
16
17 (C) Direct deposit may be made to multiple financial institutions at the same time.
18
19 (D) Subject to the conditions contained in subsection (E) herein; payroll subject to direct
20 deposit will normally be available in the morning of the Friday on which the payroll is
21 disbursed to employees.
22
23 (E) In those instances when the payroll Friday occurs on a holiday as provided in Article 11,
24 Section 1 of this Agreement, payroll subject to direct deposit will normally be available
25 on the day before said Friday.
26

27 **Section 7-8 – Deferred Compensation**
28

29 ~~(A)~~ For employees in permanent positions ~~on the date of approval by the Board of County~~
30 ~~Commissioners, effective the first full pay period following July 1, 2021~~, the **COUNTY** will
31 contribute one percent (1%) of the employee's PERS subject wage rate to the
32 **COUNTY's** deferred compensation providers.
33

34 ~~(A)~~(B) Effective January 1, 2025, each eligible and qualified new employee will be auto-
35 enrolled in the COUNTY's deferred compensation program with an employee
36 contribution of one percent (1.0%) of their wage. Employees can choose to opt out of the
37 contribution or increase the contribution amount.
38

39 Employees shall be responsible for ensuring their account does not exceed the
40 maximum allowed under IRS rules.
41

ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 – Holidays

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

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

(B) Qualifications

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

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

(C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule, the employee 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 are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.

1
2 (2) Part-time eligible bargaining unit employees shall be compensated for each holiday
3 as follows:

4
5 (a) During the week of a holiday, the **COUNTY** may permit part-time employees an
6 opportunity for modification of their work schedule so as to work additional hours
7 in order to receive a normal pay check, including pro-rated holiday pay, without
8 having to use time management leave or other earned leave.
9

10 (b) In developing an opportunity for a modified work schedule for the week of a
11 holiday, the **COUNTY** shall give good faith consideration to part time employees'
12 interests regarding an alternate work schedule provided that the **COUNTY's**
13 operational needs can be met. When work requirements are such that a team or
14 work group approach is necessary for productive and/or effective
15 accomplishment of work, the **COUNTY** may develop a single modified work
16 schedule which seems to best accommodate the interests of the majority of
17 employees on the team or work group and meet the operational needs of the
18 **COUNTY**. The team or work group shall have the option of determining whether
19 to operate using the normal or modified work schedule.
20

21 (c) If the **COUNTY** does not permit part time employees an opportunity for a
22 modified work schedule for the week of a holiday pursuant to Paragraph (a) or
23 (b) above, employees shall receive full holiday pay for the actual hours they
24 would have worked on the holiday.
25

26 (d) If part time employees are offered an opportunity by the **COUNTY** for a modified
27 work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above,
28 and elect not to change from the normal work schedule, employees must use
29 accrued time management leave or other earned leave to supplement the pro-
30 rated holiday pay in order to receive a normal pay check or receive a short pay
31 check based on pro-rated pay for the holiday.
32

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

34 (a) Pay for each designated holiday which falls on a day the employee otherwise
35 would work, or
36

37 (b) Time off with pay at the mutual convenience of the employee and the **COUNTY**,
38 for each designated holiday which falls on a day the employee otherwise would
39 not work.
40

41 (c) In addition to compensation under (a) or (b) above, a non-exempt employee
42 required to work on a holiday shall receive, one and one-half (1-1/2) times the
43 regular straight time rate for all work performed on a designated holiday or actual
44 holiday, but not both.
45

46 (4) Employees scheduled to work on the holiday, but who do not report, shall forfeit
47 holiday pay unless such absence is for good cause.
48

49 (D) Holiday on Day Off
50
51

1 Whenever a holiday shall fall on an employee's scheduled day off, the last normal
2 workday before the holiday or the first normal workday following the holiday (whichever
3 is closer) shall be designated as the holiday. Whenever the Holiday falls equally
4 between workdays, the last workday before the holiday shall be designated as the
5 holiday. However, as an option, upon mutual agreement between the Supervisor and the
6 employee an alternate day off may be granted. The alternate day off must be taken by
7 the end of the fiscal year. If the employee has requested the time and the request has
8 been denied due to **COUNTY** requirements the time off will be granted within the
9 following thirty (30) calendar days.

10
11 (E) Holiday During Leave

12
13 Should an employee be on authorized paid leave when a holiday occurs, such holiday
14 shall not be charged against time management leave or other earned leave.

15
16 (F) Friday Following Thanksgiving

17
18 The Friday following Thanksgiving, though not to be construed as a holiday for pay
19 purposes, shall be considered a day off with pay except for those employees required by
20 the **COUNTY** to report for work. Employees so required to work shall be given an
21 alternate day off at the mutual convenience of the **COUNTY** and the affected employee.
22 The alternate day must be taken between the Friday following Thanksgiving and the end
23 of the fiscal year. For eligible regular part time and eligible temporary employees, who
24 are not covered under Section 5, Personal Time Off, hours are to be based on the
25 average hours scheduled during the two (2) pay periods prior to the Friday following
26 Thanksgiving.

27
28 **Section 2 – Time Management**

29
30 (A) Purpose

31
32 It is the purpose of the employee time management program to provide employees with
33 a leave with pay program which is easy to understand, responsive to individual needs
34 and easy to administer.

35
36 (B) Eligibility

37
38 This program covers all permanent probationary and non-probationary employees in the
39 bargaining unit. Employees covered by these provisions shall not be eligible for separate
40 leave benefits covering the following:

- 41
42 (1) Family Emergency;
43 (2) Vacation Leave;
44 (3) Sick Leave (non-occupational illness or injury leave, excluding disability leave);
45 (4) Personal Holidays.

46
47 (C) Accumulation

48
49 Except as limited in subsection 4, (G) herein, leave time shall be accrued for each hour
50 worked or hour of paid leave at the appropriate rate provided below.

1 Eligible employees shall accumulate earned leave, based on full-time status, at the
2 following rates:
3

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

4
5
6 (D) Part-time Employees
7

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

10
11 (E) Usage
12

- 13 (1) Subject to the terms provided herein, earned leave time shall be available for use as
14 it is earned.
15
16 (2) During the course of the year, absences from work for any reason unless otherwise
17 specified elsewhere in this Agreement, shall be charged against the employee's
18 accrued leave balance. Earned leave shall accrue whenever an employee is on pay
19 status with the **COUNTY**. Employees do not accrue earned leave when on leave
20 without pay.
21
22 (3) Time management requested and taken on a given day shall be equal to the number
23 of hours the employee actually takes off work provided that such time shall not
24 exceed the number of hours the employee would normally have worked on that day.
25

26 (F) Maximum Accumulation
27

28 An employee may accumulate earned leave, excluding the separate vacation balance, if
29 any, to a maximum of twice their annual time management accumulation. As of the end
30 of the pay period in which March 31 falls in each year, any employee credited with
31 accrued leave greater than twice their annual leave accumulation shall forfeit that
32 amount above their maximum accumulation. An employee who has acquired the
33 maximum allowable accumulation of earned leave may continue to accumulate earned
34 leave for the balance of the year in which the maximum accrual was reached, provided,
35 however, that the employee must reduce the accumulation to the maximum allowable
36 prior to the following March 31 or forfeit the excess.
37

38 (G) Termination
39

1 After six (6) months of service, upon the termination of an ~~non-probationary~~ employee,
2 the employee's accrued time management leave balance as of the date of termination
3 shall be paid out at fifty percent (50%) of the balance at the current rate.
4

5 (H) Death
6

7 After six (6) months of service, in the event of the death of a non-probationary employee,
8 all accumulated earned leave shall be paid to the employee's personal representative at
9 the current rate of pay.
10

11 (I) Scheduling
12

13 (1) Employees shall, whenever possible, request time-off in advance. Use of such leave
14 must be scheduled between the employee and the **COUNTY**. When an employee is
15 sick or an emergency occurs requiring their presence elsewhere, the employee must
16 notify their supervisor prior to the start of the employee's shift unless circumstances
17 prevent the employee from doing so. If there is a situation that requires the employee
18 to leave their worksite after the start of their scheduled shift, the employee shall
19 notify their supervisor prior to leaving the workplace as appropriate per workgroup
20 (examples include, but are not limited to: in-person, phone call, email or text
21 message).
22

23 (2) Supervisors will make a good faith effort to accommodate all leave requests.
24 Requests made more than ~~two-five~~ (25) days in advance of the time off requested
25 will be granted under normal circumstances, provided that the number of employees
26 gone simultaneously is not excessive. Leave which has not been scheduled with the
27 employee's supervisor at least ~~twofive~~ (25) working days in advance is defined to be
28 unscheduled. Excessive use or a pattern of unscheduled leave may require written
29 substantiation of illness or emergency nature of leave requirement. Failure to provide
30 legitimate substantiation may result in disciplinary action up to and including
31 discharge.
32

33 (3) Upon receipt of a request for earned leave time off, the **COUNTY** shall grant or deny
34 the request in writing as soon as possible, but in no event, longer than ten (10) days
35 from the date of the request.
36

37 (4) Employees working in the Community Health Centers ("CHC's") shall:
38

39 (a) Be provided an opportunity to have requested leave considered, in addition to the
40 normal considerations for granting leave, on the basis of seniority for requests
41 received from January 1 through January 31~~0~~. In case of conflicts between
42 employees concerning the scheduling of leave, the employee with the longest
43 period of continuous service with the **COUNTY** shall be given first consideration,
44 provided that leave requests are made prior to January 31~~0~~. Such exercise of
45 seniority shall be limited to one (1) selection per calendar year.
46

47 (b) Time Management requests that are denied shall be placed on the Time
48 Management calendar in a waitlist category with a number assigned as to the
49 order on a first come first served basis. The Time Management calendar shall be
50 posted and made visible to all staff.
51

1 (c) Supervisors shall respond in a timely fashion to written requests for leave.
2 Requests for leave submitted after the January 31⁰ seniority option, shall be
3 deemed to be approved if not denied within fourteen (14) days of receipt for
4 requests submitted more than two (2) months ahead within seven (7) days for
5 requests submitted two (2) weeks to two (2) months ahead, and within fifty
6 percent (50%) of advance time for requests submitted less than two (2) weeks
7 ahead. All leave requests after January 30 each year shall be on a first come first
8 serve basis.
9

10 (J) Conversion/Sell Back

11
12 (1) ~~After six (6) months of employment, e~~Employees may sell back to the COUNTY
13 ~~accrued time management hours and vacation hours~~ subject to the following
14 restrictions:
15

16 (a) Funding must be available to pay for the request. The maximum number of time
17 management hours and vacation hours that can be paid out in a calendar year
18 cannot be greater than the number of hours taken in that same calendar year or
19 eighty (80) hours, whichever is the lesser.
20

21 (b) Employees must have a balance of at least forty (40) hours of time management
22 after selling the time.
23

24 ~~(c) The time management leave hours must be either scheduled or used prior to any~~
25 ~~conversion pursuant to this provision.~~
26

27 (2) Subsection (1) above notwithstanding, during the last three (3) calendar years prior
28 to retirement eligibility, employees may sell up to two hundred (200) hours per
29 calendar year of their annual leave accrual at the current rate of pay. Extensions of
30 an employee's scheduled retirement date notwithstanding, no employee will be
31 entitled to this benefit in more than three (3) years.
32

33 (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up
34 to a maximum of eighty (80) hours of time management inclusive of any time
35 management previously sold back in that year. If and when employees are recalled,
36 within the first six (6) months of recall, they may buy back all or part of their
37 previously accrued leave balances at the rate in effect at the time they are recalled at
38 the same ratio at which they were paid out.
39

40 (K) Procedure for Donation of Time Management

41
42 Time Management Donations will be allowed on a case by case basis and will require
43 approval by the Human Resources Director. Employees who have an extreme emergent
44 situation, have no more than eighty (80) hours of available earned leave time, and will
45 not qualify for short-term or long term disability through the **COUNTY**, may request Time
46 Management Donations through the following procedure:
47

48 (1) Employee or the employee's co-workers may make a request in writing to their
49 supervisor stating the nature of the emergent condition and the reason for the
50 request.
51

- 1 (2) The Supervisor will review the request, verify the employee's leave balance and
2 check to see if other options are available. If it is found that no leave is available, the
3 request will be forwarded to the Department Director. If the Department Director
4 concurs the request is forwarded to the HR Director for approval.
5
- 6 (3) Employees of the Department are notified of the need and given an opportunity to
7 donate. All employees, regardless of Department, may choose to donate TM. In
8 order for this policy to be most effective, employees should be given a specific period
9 of time in which to donate hours.
10
- 11 (4) The necessary Donation of Time Management Hours form is provided by the
12 department and when filled out is submitted directly to Central Payroll in order to
13 maintain confidentiality. Names of donors will remain confidential.
14
- 15 (5) When an employee must take time off from work, hours will be coded as leave
16 without pay. Donated hours are transferred to the employee's account as needed by
17 Central Payroll. The donated Time Management hours may not be used for any
18 other purpose than the emergency for which they are intended. The department is
19 responsible for monitoring these hours and should notify Central Payroll if there are
20 hours that are not eligible for donated time.
21
- 22 (6) When the emergent situation has ended, any donated hours not used will be credited
23 back to donors on a pro-rata basis.
24
- 25 (7) Donations will be based on time donated, not the dollar value of donation.
26
- 27 (8) The eighty (80) hour eligibility period for Disability Leave defined in Section 4-5 below
28 will not be subject to this program, unless an exception is granted by the HR
29 Director.
30

Section 3 – Occupational Illness or Injury

31
32
33 Employees who sustain an injury or illness compensable by Workers' Compensation and who
34 are unable to perform their assigned duties will be paid their regular salary minus any applicable
35 employee contributions for lost time for the first ninety (90) calendar days of the employee's
36 on-the-job illness or injury; thereafter as prescribed by workers' compensation law. Such time
37 shall not be charged against any earned leave balance.
38

Section 4 –Paid Family Medical Leave

39
40
41 (A) An employee who has a qualifying life event and is eligible, as defined by ORS 657B.10,
42 or their designee, must notify the COUNTY of the need to take Paid Family Medical
43 Leave (PFML) leave thirty (30) days before a foreseeable qualifying reason. In an
44 emergency, an employee, or their designee, must notify the COUNTY of the need to
45 take PFML within twenty four (24) hours of the commencement of the leave and must
46 provide written notice within three (3) days of starting leave.
47

48 (B) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35,
49 employees may be eligible for a maximum of twelve (12) weeks of PFML per benefit
50 year, with an additional two (2) weeks for limitations related to pregnancy.
51

1 (C) Replacement wages will be paid by the third party absence manager. If the replacement
2 wages do not equal the employee's gross base wage, the employee may choose to
3 offset the reduction from their regular pay by charging time to their accrued leaves.
4 Employees may also be eligible for Non-Occupational Disability Leave as outlined in
5 Section 5 below.

6
7 (D) Employee elected benefit contributions and deductions will be withheld from any wages,
8 including use of accrued leaves, paid by the COUNTY. If employees are not receiving
9 wage payments from the COUNTY, the elected benefit contributions and deductions will
10 be held in arrearage and collected when the employee returns to a paid status in
11 accordance with Oregon wage law.

12
13 (E) Employees shall not accrue Time Management while on PFML leave. However, if
14 employees supplement PFML payments, they will accrue TM only on used accrued
15 leave hours.

16
17 (A)(F) PFML, Non-Occupational Disability Leave, and Family and Medical Leave Act
18 (FMLA)/Oregon Family Leave Act (OFLA) leaves run concurrently, unless otherwise
19 prescribed by law. See the COUNTY's APM for more information.
20

21 **Section 4-5 – Non-Occupational Disability Leave**

22
23 (A) ~~After completion of six (6) months of employment~~After the first of the month following six
24 (6) months of employment and Paid Family Medical Leave (PFML) coverage has been
25 designated, if a non-occupational illness or injury exceeds the eighty (80) hour
26 elimination period, the COUNTY will provide compensated time off at the employee's
27 regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety
28 percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent
29 (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for
30 the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-
31 2/3%) any remaining disability period.

32
33 (B) All disability leave pay is less any Workers' Compensation or PFML benefits for which
34 the employee may be ~~entitled-receiving~~ following the elimination period until the
35 employee is released to return to work up to a maximum of ninety (90) I calendar days
36 from the first day of absence for a specific illness or injury.

37
38 (C) The date on which an employee is unable to report to work due to a specific illness or
39 injury will be the first day of absence for purposes of establishing qualifications for non-
40 occupational disability leave.

41
42 (D) The employee will be required to provide PFML claim information or submit a signed
43 statement of intent to not file for PFML and use any available accrued leave to satisfy
44 the eighty (80) hour elimination period prior to qualifying for disability leave benefits. An
45 employee must provide PFML claim information to the designated absence management
46 provider or submit a signed statement of intent to not file for PFML in order for Short
47 Term Disability (STD) payments to be calculated. Once the eighty (80) hours are
48 satisfied, the employee will not be required to fulfill a new elimination period for the same
49 illness or injury so long as the elimination period and the disability leave do not exceed a
50 total period of one hundred five (105) calendar days from the first day of absence or
51 eligibility for long-term disability insurance coverage, whichever occurs first. Disability

1 leave, including but not limited to the elimination period and paid leave hours, shall be
2 prorated for part-time employees.

- 3
4 (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination
5 period, thereby becoming eligible for a reduced percentage of pay, may choose to offset
6 the reduction from their regular pay by charging time to their accrued leave balances.
7 Disability leave, including but not limited to the elimination period and paid leave hours,
8 shall be prorated for part-time employees.

9
10 It is understood that disability leave for any reason shall not exceed that period during
11 which the employee is in fact physically unable to return to work, as substantiated by the
12 employee's physician.

- 13
14 (F) It is understood that any time off charged to disability leave pursuant to this Section may
15 require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure
16 to provide satisfactory substantiation will result in denying compensation and may result
17 in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.

18
19 ~~(G) Employees who have hours remaining in the Extended Illness Bank shall not lose those~~
20 ~~hours. However, no additional hours will be added to this bank. Extended Illness Bank~~
21 ~~hours may be used for the sole purpose of off-setting the use of Time Management~~
22 ~~hours to meet the eighty (80) hour elimination period prior to the start of disability leave.~~
23 ~~After sixty (60) hours have been charged to the Time Management balance, the~~
24 ~~remaining hours of the elimination period shall be charged to any remaining balance in~~
25 ~~the employee's Extended Illness Bank until the employee has exhausted available~~
26 ~~Extended Illness Bank hours.~~

27
28 (G) Employees who are on disability leave shall not accrue Time Management; however, if
29 employees supplement medical leave payments, they will accrue TM only on used
30 accrued leave hours. However, if an employee returns to work, with an appropriate
31 medical release, they will accrue Time Management for the actual hours worked.

32
33 **Section 5-6 – Personal Time Off (PTO)**

34
35 In lieu of Time Management accrual and holiday pay, temporary employees covered by this
36 agreement, will accrue Personal Time Off (PTO) at a rate of ~~.119231-115385~~ hours per each
37 hour worked with a maximum accrual of ~~420-124~~ hours in a fiscal year.

- 38
39 (A) PTO cannot be sold during the time a temporary employee is employed.
40
41 (B) PTO will be paid at a rate of 1:1.
42
43 (C) PTO will be paid upon end of the fiscal year, termination or upon the depletion of the
44 1040 hours.
45
46 (D) PTO must be exhausted to take unpaid leave.
47
48 (E) PTO must be used if an employee takes time off during a regularly scheduled workday
49 including holidays.

50
51 **Section 6-7 – COUNTY Paid Bereavement**

ARTICLE 11

LEAVE TIME AND HOLIDAYS

1
2 Employees shall receive pay for lost work as a result of a death in the employee's immediate
3 family, to a maximum of three (3) days (need not be consecutive days), or if out of state travel is
4 required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require
5 verification of the family status. Immediate family shall be defined as ~~mother, father~~parent
6 (biological, adoptive, step-parent, foster parent, or legal guardian), spouse, ~~Registered~~
7 ~~Domestic Partner~~, domestic partner ~~(affidavit on file)~~, ~~sister, brother~~sibling (biological, adoptive,
8 step-sibling, foster sibling), child (biological, miscarriage or stillbirth, adopted, foster, step-child,
9 or the child of an employee's registered domestic partner), grandparent, great-grandparent,
10 step-grandparent, grandchild, stepmother, stepfather, father or mother-in-law, son-in-law or
11 daughter-in-law, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law,
12 parent of ~~registered~~ domestic partner, a person with whom the employee is or was in a
13 relationship of in loco parentis or any other relative or spousal equivalent residing in the
14 employee's immediate household, and any other relationships as ~~defined~~identified in the
15 Administrative Procedures Manual. The **COUNTY** shall be notified of the spousal equivalent, if
16 applicable, in writing prior to the need for this leave. In order to receive ~~reimbursement~~payment
17 leave must be taken within ~~thirty calendar (30) days~~twelve (12) months of death. An employee
18 may also be entitled to OFLA bereavement leave, which runs consecutively to COUNTY paid
19 bereavement leave and is unpaid, unless the employee elects to use time management. OFLA
20 bereavement leave must be taken within sixty (60) days of the date on which the eligible
21 employee receives notice of the death of a family member and only for those individuals
22 recognized by OFLA as immediate family.

23 24 **Section 7-8 – Substantiation**

25
26 It is understood that any time off on disability leave pursuant to Section 4 of this Article may
27 require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to
28 provide satisfactory substantiation will result in denying compensation and may result in
29 disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
30

31 **Section 8-9 – Jury Duty**

32
33 An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, County,
34 State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for
35 such service, be reimbursed for loss of wages incurred as a result of such service. Employees
36 called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees
37 paid to the employee by the court for such service. The **COUNTY** shall not change an
38 employee's normal work shift because of jury duty. During the period an employee is on jury
39 duty, an employee shall be deemed to be on day shift. If an employee is excused or dismissed
40 from jury duty at least two (2) hours before the end of their regular shift, they shall be required to
41 report to work.

42 43 **Section 9-10 – Leave of Absence**

44
45 (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such
46 leaves do not significantly disrupt normal **COUNTY** operations.

47
48 (B) Leaves of absence shall be without pay except as specified elsewhere in this
49 Agreement.
50

1 (C) No payment for any leave of absence shall be made until such leave has been properly
2 approved. Requests for such leaves shall be in writing and applicable upon written
3 receipt of approval from the appropriate appointing authority stating the terms and
4 conditions of the leave. Employees requesting emergency leaves may waive the written
5 requirement, if approved by the **COUNTY**.

6
7 (D) With the exception of military active duty and Peace Corps, a leave of absence without
8 pay may not exceed ninety (90) calendar days, subject to extension on approval of the
9 County Administrator.

10
11 ~~(D)~~(E) Except for military training leave, family medical leave, workers' compensation
12 leave, **UNION** leave, employees in Expanded Practice Dental Hygienist classifications
13 during leave as described in Article 18, Section 4, or other statutorily protected leave,
14 employees' credited years of service, seniority, probation, and leave eligibility dates will
15 be adjusted after fifteen (15) consecutive days on leave without pay to reflect a
16 deduction of the time of a leave without pay. Employee's merit eligibility, performance
17 review, and probation dates will also be adjusted. Employees on leave without pay
18 status will not accrue leave.

19
20 ~~(E)~~(F) Except and unless an employee who has been granted a leave of absence has,
21 prior to the expiration of the leave of absence, furnished evidence of inability to return to
22 work by reason of sickness, physical disability, or other legitimate reason beyond the
23 control of the employee and who has been granted an extension of the leave of absence
24 by the **COUNTY** and, who for any reason, fails to return to work at the expiration of said
25 leave of absence, shall be considered as having resigned and the position shall be
26 declared vacated.

27
28 ~~(F)~~(G) Leaves of absence shall be used only for the purpose for which they are granted.
29

30 **Section 10-11 – Military Leave**

31
32 (A) ~~Annual~~Military Training Leave

33
34 A **regular status employee, or any other** employee who has been employed by the
35 **COUNTY** for six (6) months or more, ~~and~~ who is a member of the National Guard or of
36 any reserve component of the Armed Forces of the United States is entitled to a leave of
37 absence for a period not to exceed ~~fifteen (15) days~~ twenty one (21) workdays in any
38 training year for annual active duty training. The training year coincides with the federal
39 fiscal year (October 1 – September 30). The leave shall be granted without loss of pay or
40 other leave, and without impairment of other rights or benefits to which the employee is
41 entitled, provided the employee received bona fide orders to active or training duty for a
42 temporary period, provides them to the **COUNTY**, and returns to **COUNTY** position
43 immediately upon expiration of the period for which the employee was ordered to duty.
44 Employees may use accrued personal time or leave without pay to cover additional
45 National Guard or reserve training leave, including weekend training.

46
47 (B) Military Leave While on Active Duty

48
49 Employees called for active duty will be granted leave without pay in accordance with
50 state and federal law. See the **COUNTY**'s Administrative Procedures Manual for more
51 information.

1 (C) If state or federal law changes during the life of the contract, notwithstanding (A) and (B)
2 above, the **COUNTY** will grant military leave in accordance with the updated law.
3

4 **Section ~~11-12~~ – Unexcused Absence**
5

6 Absence of an employee from duty, including any absence for a single day or part of a day,
7 which is not authorized by a specific grant or leave of absence under the provisions of this
8 Agreement, shall be deemed to be an unexcused absence without pay and subject to
9 disciplinary action including discharge.
10

11 **Section ~~12-13~~ – Subrogation**
12

13 Any employee who sustains any illness or injury and continues to receive their regular wages
14 from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive
15 reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim
16 in a motor vehicle accident and recovers lost wages from a third party(ies) or the third
17 party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability
18 wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right
19 to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability
20 wages and medical costs.
21
22

ARTICLE 12

INSURANCE AND RELATED

Section 1 – Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified employees with certain insurance protection and related programs identified below. Should the costs of such programs increase during the life of this Agreement, the parties agree to reopen Article 12, or new or improved benefits are instituted as a result of legislative action, such increases shall be borne by the **COUNTY**. 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) Professional liability insurance while on **COUNTY** business;
- (F) Permanent employees receive ~~Employee~~ accidental death and dismemberment and term life insurance 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).
- (G) 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 under the voluntary employees' beneficiary association (HRA-VEBA), or the Plus Plan. Employees hired on or after January 1, 2025 will have the choice ~~among between~~ the ~~Co-Pay Plan, or the Plus Plan,~~ or the ~~high deductible health plan (the "HDHP" plan)~~ 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.

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

5
6 ~~(2) For all employees who elect the HDHP, the COUNTY will deposit an amount~~
7 ~~equivalent to the annual deductible, based on their enrollment as individual or family,~~
8 ~~into the employee's health savings account or health reimbursement arrangement~~
9 ~~within the first five (5) business days following January 1, 2023.~~

10
11 ~~For all employees who elect the HDHP, the COUNTY will deposit an amount~~
12 ~~equivalent to the annual deductible, based on their enrollment as individual or family,~~
13 ~~into the employee's health savings account or health reimbursement arrangement~~
14 ~~within the first five (5) business days following January 1, 2024.~~

15
16 (1) Effective January 1, 2025, for all employees who elect the HDHP, the COUNTY
17 will deposit an amount equivalent to the annual deductible, based on their
18 enrollment as Employee Only (\$1,650) or Employee + Other (\$3,300), into the
19 employee's HSA or HRA-VEBA.

20
21 (2) Effective January 1, 2026 the deductible for the HDHP will be two thousand
22 dollars (\$2,000) for Employee Only and four thousand dollars (\$4,000) for
23 Employee + Other. For all employees who elect the HDHP plan, the COUNTY
24 will deposit, based on employee enrollment, one thousand six hundred dollars
25 (\$1,600) for Employee Only or three thousand two hundred dollars (\$3,200) for
26 Employee + Other into the employee's HSA or HRA-VEBA, at the employee's
27 option.

28
29 (3) Effective January 1, 2026, for employees who elect the HDHP and participate in
30 the Live Well Health Risk Assessment (LWHRA), as described in section 2 (A)(5)
31 below, each calendar year the COUNTY will deposit in the next calendar year,
32 based on employee enrollment, four hundred dollars (\$400) for Employee Only or
33 eight hundred dollars (\$800) for Employee + Other into the employee's HSA or
34 HRA-VEBA, at the employee's option.

35
36 ~~(3)~~(4) Applicable deposits for employees who elect the HDHP will occur within
37 the first five (5) business days following January 1 for each year of this
38 Agreement.

39
40 ~~(4)~~(5) For all new employees who elect the HDHP, the COUNTY will deposit a prorated
41 amount in the employee's HSA/HRA-VEBA upon eligibility in their first year of
42 employment. The HSA/HRA-VEBA amount will also be adjusted and prorated for
43 employees moving from individual Employee Only to family Employee + Other
44 enrollment during the year. The prorated adjustments under this paragraph will be
45 effective the first pay period of the month following the date of eligibility.

46
47 ~~(5)~~(6) Under the Co-Pay plan, the co-pay for professional services is thirty-five dollars
48 (\$35.00) per co-pay/visit.

49
50 ~~(6)~~(7) All employees will contribute the following toward their elected healthcare plan:
51

- i. 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).
- ii. 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).
- iii. 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).
- iv. 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.

(B) 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.

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 **SHERIFF** agrees to enroll each eligible and qualified Corrections Health Nurse and Corrections Nurse Practitioner occupying a budgeted position in the Sheriff's Office Corrections Division and working in the Sheriff's Office Corrections Division, in the Oregon Public Employee Retirement System classified as Police and Fire effective January 1, 2004.

1 (C) The Social Security System (FICA), for enrollment purposes, only.
2

3 **Section 4 – Retiree Health Benefits**
4

5 (A) Upon retirement, all employees hired on or before July 1, 1987 and who have worked
6 ten (10) full, continuous years prior to age seventy (70) shall be eligible for
7 **COUNTY**-paid retiree health insurance and may transfer from the active group to the
8 retired group.
9

10 (B) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and
11 who have worked twenty (20) full, continuous years prior to age seventy (70) shall be
12 eligible for **COUNTY**-paid retiree health insurance and may transfer from the active
13 group to the retired group.
14

15 (C) Retired employees eligible for **COUNTY** retiree health insurance under this provision
16 either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY**
17 health insurance in the retired group for their eligible dependents.
18

19 (D) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance,
20 an employee must meet the years of **COUNTY** service requirement and be receiving
21 a PERS pension, or meet the **COUNTY** service requirement and be eligible for and
22 receiving disability benefits under PERS or Social Security.
23

24 (E) Employees hired on or after July 1, 1997 shall not be eligible for **COUNTY**-paid
25 retiree health insurance benefits.
26

27 (F) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees
28 who meet the years of service requirement specified in Paragraph (A) or (B) above
29 but who have not yet qualified for PERS retirement benefits. Under this alternative an
30 employee must self-pay their Lane County Medical premiums continuously from the
31 first of the month following their termination date of employment until the date the
32 employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits
33 as soon as eligible, including reduced benefits, will disqualify the employee from
34 **COUNTY**-paid benefits and will terminate this option.
35

36 **Section 5 – Personal Property**
37

38 Loss or damage to personal property shall be compensated for by the **COUNTY**, provided that:
39

40 (A) The employee would reasonably be expected to be wearing or carrying the property
41 in question in the performance of the employee’s job.
42

43 (B) Such loss or damage occurs during the course of employment.
44

45 (C) The loss was not the fault of the employee.
46

47 (D) This provision does not apply to personal vehicles, jewelry, personal cell phones or
48 similar items.
49

50 **Section 6 – Employee Assistance Program**
51

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

6
7 **Section 7 – Fitness Membership**

8
9 The **COUNTY** shall establish an organizational membership at a local health club / gym so that
10 employees may choose to work out on their personal time in order to maintain or improve their
11 physical fitness. Should the service provider go out of the business or change ownership the
12 **COUNTY** and the **UNION** agree to reopen the bargaining for this benefit.
13

ARTICLE 13

SAFETY

Section 1 – Safety Policy

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to established safety rules and regulations, and that failure to conform to such rules and regulations 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 employee or another. Employees 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 ~~2-3~~ – County-wWide Safety Committee

The **COUNTY** agrees that the **UNION** may select one (1) representative to participate in the ~~COUNTY County-wWide Safety Committee and one Corrections Nurse representative to participate in the Corrections Safety Committee~~. Employees engaged in ~~S~~safety ~~C~~committee activities shall do so during normal working hours without loss of pay.

Section ~~3-4~~ – 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. Consistent with this provision, the **COUNTY** will provide lab coats to employees who are required to wear them.

1 **ARTICLE 14**

2 **TRAINING**

3
4
5 **Section 1 – Employee Requests**

6
7 An employee wishing training may submit a written request to the appropriate supervisor. Such
8 a request may include, but is not limited to, release time with pay, flexible working hours, tuition
9 and travel. The COUNTY will budget for job-related education and training each year that is
10 separate and distinct from Continuing Education described in Section 4 of this Article. Within
11 this budget the COUNTY will give good faith consideration to requests for job-related training,
12 which will increase the capability of the employee in current assignments, or career
13 enhancement training, which will help prepare the employee for advancement within the
14 COUNTY. The supervisor shall decide whether to grant, deny or to modify the request,
15 provided, however, any agreement shall be in compliance with the provisions of the Fair Labor
16 Standards Act. Supervisors will respond in writing within fourteen (14) days of the request and if
17 denied will include the reason. The supervisor's decision will be reviewed by the Department
18 Director 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 a non-exempt employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article 9, Hours of Work and Overtime. For the purposes of this provision, overtime shall include authorized time spent in travel. Appropriate costs for such training shall be borne by the **COUNTY**.

Section 3 – 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 – Continuing Education

- (A) The **COUNTY** agrees to make a good faith effort to allow up to sixty (60) hours with pay per year for full time bargaining unit employees for voluntary educational training directly related to duties they may perform in their current position or positions they may promote

to under this agreement that have a similar community of interest in the medical profession. Employees working less than full time will be eligible for training time proportional to their hours of employment.

- (B) The **COUNTY** further recognizes the importance of cross-training in the Public Health area and will work cooperatively with the **UNION** toward that goal.
- (C) Requests for training will receive a timely response, not later than fourteen (14) days after the date they are received.
- (D) The **COUNTY** agrees to reimburse ~~Nurse Practitioners and Physician Assistants up to two thousand five hundred dollars (\$2,500.00) annually towards~~employees the costs of continuing medical education (CME) required to maintain their licensure/certification as indicated below. The reimbursement amount will be prorated based on the employee's FTE for employees who work less than .75 FTE.

~~The **COUNTY** agrees to reimburse Senior Expanded Practice Dental Hygienists and Expanded Practice Dental Hygienists up to one thousand five hundred dollars (\$1,500.00) annually towards the costs of continuing medical education (CME) required to maintain their Expanded Practice Dental Hygienist permit. The reimbursement amount will be prorated based on the employee's FTE for employees who work less than .75 FTE.~~

- a. Nurse Practitioners and Physician Assistants – up to two thousand five hundred dollars (\$2,500.00) annually.
- b. Senior Expanded Practice Dental Hygienists, and Expanded Practice Dental Hygienists – up to one thousand five hundred dollars (\$1,500.00) annually.
- c. Community Health Nurses 1 and 2 – up to five hundred dollars (\$500.00) annually.
- d. Licensed Practical Nurses, Patient Care Coordinators, and Dental Assistants – up to three hundred dollars (\$300.00) annually.
- e. Medical Assistants 1 and 2 – up to two hundred dollars (\$200.00) annually.

Section 5 – Training for ~~Certified~~ Medical Assistants or Nurses

If a ~~Certified M~~medical ~~A~~assistant is working toward a nursing degree or a nurses is working toward an advanced nursing degree, the **COUNTY** agrees to reasonably accommodate the employee's need to attend classes during the work-day, by either allowing the employee to take paid leave time or flex working hours.

ARTICLE 16

LAYOFF AND RECALL

Section 1 – Layoff

- (A) A layoff is defined as an involuntary interruption of work which does not reflect discredit on the service of the displaced employee. 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. 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) Layoff will be by classification and on a Departmental basis only, and in concurrence with the definition of "position."
- (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) All employees on layoff status, including previous bargaining unit employees, shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. Employees shall have recall rights first to the division from which they were laid off, second to the department from which they were laid off and then to County-wide recall, provided they possess the necessary skills, ability and fitness to perform the requirements of the vacant position. If an employee is offered recall to a position in a division other than the one held at the time of layoff and refuses said offer, the employee will remain eligible for recall only to the division and classification from which the employee was laid off.
- (B) 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.
- (C) Response and Status While Subject to Recall
- (1) Employees on layoff status shall be given preference in accordance with their seniority in filling a vacant position in the classification in the bargaining unit held at time of layoff. If an employee is offered recall to another classification, and refuses

said offer, the employee will only be eligible for recall to the classification held at the time of layoff. However, an employee shall not be required to accept recall to less than their original hours in order to maintain recall rights, nor shall acceptance of such position negate their recall rights.

- (2) 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) 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.
- (E) An employee who accepts recall to a non-bargaining unit position shall retain recall rights in accordance with Section 2(A) of this Article.
- (F) An employee shall not be required to accept recall to a position which is not at their previous reporting place or located more than thirty (30) miles from their place of residence at the time of layoff.
- (G) An employee shall not be required to accept recall to less than their original hours or a temporary position in order to maintain recall rights, nor shall acceptance of such position negate their recall rights. The **COUNTY** shall offer recall employees, extra help and temporary positions on the basis of seniority as such positions become available.
- (H) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.

Section 3 – Responsibilities

- (A) 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)~~
- ~~(4)~~~~(2)~~ ~~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 notification method, and if that delivery is by USPS, the notice will go to the last address on file or their current COUNTY work-place. If being sent via USPS, the notice and shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.~~
- ~~(5)~~~~(3)~~ Human Resources staff will maintain a file on all recall candidates for primary or secondary recall (recall to a position other than the classification from which the

employee was laid off). ~~If there are no primary recall candidates for a vacant position,~~ Human Resources will send all employees eligible for ~~secondary~~ recall a notice, ~~which will include~~ a description of the job and ~~for secondary recall candidates may include a required~~ a supplemental ~~scoring questionnaire~~ to be completed and returned within five (5) ~~work-business~~ days. ~~The notification shall include the candidate's position on the recall list.~~ All those determined to meet minimum qualifications will be referred to the hiring department for interview and selection ~~in order of recall as description in Section 2 (B) above.~~

~~(4)~~ Unless otherwise provided in this Article, the most senior candidate shall be recalled. If there are no candidates in the same classification as the vacant position, ~~a the~~ list of ~~secondary~~ recall candidates who meet the minimum qualifications ~~of the vacant position as provided in subsection 2 (B) (3) above~~ will be given to the hiring authority. Unless otherwise provided in this Article, recall shall be made from this pool of candidates.

~~(6)~~(5) ~~Employees who accept a secondary recall to a lower salary range will be placed at the appropriate step based on a wage analysis review and approved by the Director of Human Resources.~~

~~(7)~~(6) Human Resources will continue notifying all employees on layoff status on the recall list of employment opportunities as provided in Section 3 herein. However, a recall candidate may request to be removed from the list under ~~primary or~~ secondary recall and forfeit any future ~~secondary~~ recall rights. The **COUNTY** will notify the union of the candidate's request for removal.

(B) 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 Lane **COUNTY**).
- (2) Employees must respond within five (5) business days from the 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.

Section 4 – Opportunity for Work During Layoff

(A) 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.

(B) 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 5 – Separate Classifications

A classification series is a group of classifications with similar duties of increasing complexity and responsibility which comprise the normal promotional progression within an occupation or discipline, for example: Community Health Nurse 1, Community Health Nurse 2; Expanded Practice Dental Hygienist, Sr. Expanded Practice Dental Hygienist. The groupings set forth in Appendix B shall be considered the classification series.

For the purpose of layoff and recall, both the **COUNTY** and the **UNION** recognize the separate classifications and classification series set forth in Appendix B.

Section 6 – Protection/Rights During Layoff

- (A) The seniority of an employee who has completed probation shall be protected for a period of ~~twenty-four (24)~~ thirty six (36) calendar months during layoff, provided that such employee has not refused an opportunity to return to work in their same classification. The employee must immediately notify the **COUNTY** of any change in their mailing address. This notice requirement shall not apply to employees working for the **COUNTY** in other positions. Failure to give notice shall result in the employee relinquishing all rights to recall.
- (B) Notwithstanding the ~~twenty-four (24)~~ thirty six (36) month limit above, employees in layoff status still employed by the **COUNTY**, shall have recall rights until they are returned to their original hours (or greater) in their original classification.
- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage, as provided for in COBRA. The **COUNTY** shall administer all such payments.

Section 7 – Termination for Exhaustion of Non-occupational Disability Leave

Employees who have been terminated upon exhaustion of non-occupational disability leave benefits provided under Article 11, Section 45, shall be deemed to have been laid off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date of request for reinstatement.

ARTICLE 17

RELATIONSHIPS

Section 1 – Change in Conditions

If the **COUNTY** changes or proposes to implement matters within the scope of representation as defined by ORS 243.650(7) and not mentioned in this Agreement which require negotiations under the law, and more than a de minimus number of employees are affected, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within 14 days), ORS 243.698 shall apply.

Section 2 – Savings Clause

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

Section 3 – Individual Agreements

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

Section 4 – Joint Labor Relations Committee

- (A) Upon the request of either the **COUNTY** or the **UNION**, the parties agree to establish Joint Labor Management Relations Committees to discuss ongoing labor-management issues and to provide input to the **COUNTY** on matters of mutual interest which would serve constructive purposes including but not limited to, increased productivity, training, employee morale, mutual problem-solving and general union-management cooperation. If either party of a particular work unit so requests, committees will be formed in the following work units: Public Safety, Public Health, Behavioral Health and Youth Services. By mutual agreement, already existing steering committees, discussion groups, task forces or other similar forums within a work unit will serve the purpose of the Joint Labor Relations Committee.
- (B) Once requested, the work unit committees shall meet at a mutually agreed upon convenient time and place and such meeting shall, if at all practical, be scheduled within fourteen (14) days. Frequency, time and issues involved in scheduling subsequent meetings will be determined by mutual agreement.
- (C) Either party of any of the individual work unit committees may request a joint meeting with other work unit committees when issues of common interest are identified. Joint meetings require consent of all participating parties. Such joint meetings may also include the **UNION's** staff representative and the **COUNTY's** Labor Relations Manager.

- (D) Structure of work unit committee meetings such as chairpersons, agenda setting, minutes taking and ground rules will be determined by each committee by mutual agreement.
- (E) All committees shall consist of equal numbers of participants, not to exceed three (3) on each side. Each party shall select its own representatives.
- (F) No committee shall have authority to amend the terms of the Agreement.

ARTICLE 18

EXPANDED PRACTICE DENTAL HYGIENISTS

~~Effective January 1, 2018 to~~ The following shall apply to employees classified as part-time Expanded Practice Dental Hygienist (EPDH) and Senior Expanded Practice Dental Hygienist (SEPDH) assigned to school-based preventative services. It is understood that employees in these classifications will retain all rights provided in this Agreement, unless expressed otherwise in this Article.

Section 1 – Hours of Work and Seasonal Schedule

- (A) Employees classified as part-time EPDH and SPDH must work over twenty (20) hours per workweek and therefore will not be required to reapply at the beginning of each fiscal year. Employees in these classifications will normally workweeks scheduled in accordance with the public school districts of Lane County. Employees in these classifications will be placed in a leave without pay status (LWOP) for the weeks in which there are no regular school sessions.
- (B) Employees that are unable to work their set schedule of hours in a workweek will need to use time management (TM) to supplement up to the scheduled hours. However, employees are eligible to request leave without pay (LWOP) for the weeks in which there are no regular school session. These sessions are identified as Spring Break, Summer Break and Winter Break. In the event school is closed due to inclement weather, employees will be able to use TM or LWOP in accordance with the County's Inclement Weather Policy.
- (C) The parties recognize there may be times where the County requests the employee to work in excess of their regularly scheduled hours in a week referenced in paragraph (A) above. Employee will not be eligible to use TM in excess of their regular scheduled hours per week referenced in paragraph (A) above, regardless of the varied hours in the workweek.
- (D) Employees will be paid for holidays outlined in Article 11, Section 1 of this Agreement based upon their regularly scheduled hours. These holidays will be paid regardless if the employee is in a LWOP status or not as a result of school session breaks. If the employee is in LWOP, the holiday will be paid on their next regularly scheduled paycheck for hours worked.

Section 2 – Insurance

- (A) Employees in these classifications will receive benefits in accordance with Article 12, Section 1 (G) of this Agreement ~~for proration of part-time employee benefits as outlined in paragraphs (B) and (C) below.~~ For the months in which these employees are in an LWOP status the **COUNTY** will continue any provided or employee elected benefits as would be received in active status. Any contributions made by the employee will go into arrearage and will be collected from the next pay check upon return to active status.

(B) The COUNTY will provide Employee + Other health insurance to employees in positions of the EPDH classification series who are regularly scheduled for thirty (30) hours or more per week when school is in session. The thirty (30) hours or more per week is based on the employee's regular schedule when school is in session and is not based on an annual or fiscal year average. Employees must be scheduled for thirty (30) hours or more per week when school is in session to be eligible for Employee + Other benefits. Employee + Other insurance will continue when in an LWOP status as a result of school session breaks.

(A)(C) The COUNTY will provide Employee Only health insurance to employees in positions of the EPDH classification series who are regularly scheduled for a minimum of twenty (20) hours and a maximum of twenty nine point ninety nine (29.99) hours per week when school is in session. Employee insurance will continue when in an LWOP status as a result of school session breaks.

Section 3 – Seniority

For the purposes of layoff and recall employees in these classifications will retain bumping rights limited to the part-time EPDH and SEPDH.

Section 4 – Required Usage of Accrued Leave

Employees who are unable to work or flex their set schedule of hours in a workweek will need to use Time Management (TM) or other accrued leave to supplement up to the scheduled weekly hours. However, employees are eligible to request leave without pay (LWOP) for the weeks in which there are no regular school sessions. These sessions are identified as Spring Break, Summer Break and Winter Break.

ARTICLE 19

ADVANCED PRACTICE CLINICIANS

Section 1 – Patient Access Work Group

The parties agree to establish a work group to discuss ways to improve patient access, panel size, and indirect and direct patient care. The work group will consist of an equal number of representatives from the COUNTY and the UNION. The work group will convene within ninety (90) days of the ratification of this Agreement and will meet quarterly for at least one (1) year to evaluate any changes in patient access as a result of increasing panel sizes and operational efficiencies to develop recommendations for improving patient access.

Section 2 - Provider Advisory Council

The parties agree to participate, on an ongoing basis, in the Provider Advisory Council (PAC), which will be used in building networks of care that enhance patient outcomes consistent with the goals of the Community Health Centers; to improve patient outcomes, improve patient experience, improve provider satisfaction, and reduce costs.

Provider Advisory Council (PAC) meetings will be normally scheduled during regular business hours. Employees participating in PAC activities outside of their normal established schedule will be compensated at an hourly rate equivalent to their base salary, not to exceed actual time spent performing duties and subject to supervisor pre-approval.

Section 3 – Advance Practice Clinician Compensation

(A) Employees in classifications Nurse Practitioner, Nurse Practitioner – Mental Health, and Physician’s Associate shall receive advanced practice clinician practice compensation as follows:

~~(A)~~(1) Effective the first full pay period following ratification and approval by the Board of County Commissioners of this Agreement, employees who are on the payroll on that date in the classifications listed above will receive a one-time payment of three thousand five hundred (\$3,500).

(2) Effective the first full pay period following July 1, 2025, employees who are on the payroll on that date in the classifications listed above will receive a one-time payment of three thousand five hundred (\$3,500).

(3) Effective the first full pay period following July 1, 2026, employees who are the payroll on that date in the classifications listed above will receive a one-time payment of three thousand five hundred (\$3,500).

ARTICLE 1920

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 – Effective Date

This Agreement and all provisions contained herein shall become effective upon ratification by the parties. No employee(s) shall receive any retroactive salary adjustments, back pay award or any other economic or non-economic benefit except as specifically provided for in this Agreement.

Section 4 – Force of Agreement

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

APPENDIX A
Flex-Staffed Classification Series

Medical Assistant Apprentice

Medical Assistant 1

Medical Assistant 2

Community Health Nurse 1

Community Health Nurse 2

APPENDIX B
Classifications

B083 – Associate Medical Director – Advanced Practice Clinician

B051 – Certified Medication Aide

B024 – Corrections Health Nurse

B066 – Dental Assistant

B071 – Juvenile Justice System Nurse

B071N – Juvenile Justice System Nurse (Retired)

B021 – Licensed Practical Nurse

B084 – Medical Assistant Apprentice

B025 – Mental Health Nurse

B023 – Nurse Practitioner – Advanced Registered Nurse Practitioner (ARNP)

B072 – Nurse Practitioner - Corrections

B072 – Nurse Practitioner – Mental Health

B079 – Patient Care Coordinator

B078 – Physician ~~Assistant~~Associate

Classification Series:

B022 - Community Health Nurse 2

B067 - Community Health Nurse 1

B069 - Expanded Practice Dental Hygienist, Sr

B061 - Expanded Practice Dental Hygienist

B060 - Medical Assistant 2

B065 - Medical Assistant 1

APPENDIX C

Bilingual Classifications

B083B – Associate Medical Director – Advanced Practice Clinician – Bilingual

B067B – Community Health Nurse 1 – Bilingual

B022B – Community Health Nurse 2 – Bilingual

B021B – Licensed Practical Nurse – Bilingual

B065B – Medical Assistant 1-~~2~~ – Bilingual

B060B – ~~Medical Assistant 1~~ – Bilingual

B023B – Nurse Practitioner – Bilingual

B072B – Nurse Practitioner- Mental Health – Bilingual

B079B – Patient Care Coordinator – Bilingual

B078B – Physician ~~Assistant~~ Associate – Bilingual