

Approved by Lincoln County Board of Commissioners Order# 07-24-284

COLLECTIVE BARGAINING AGREEMENT
BETWEEN



LINCOLN COUNTY
AND THE
LINCOLN COUNTY EMPLOYEES ASSOCIATION
(ROADS)

FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE 1
RECOGNITION

The Board recognizes Lincoln County Employee's Association (LCEA) as the exclusive representative of the regular employees of the Lincoln County Road Department who are employed 20 or more hours per week in the classification of:

Road Maintenance Worker 1	Mechanic
Road Maintenance Worker 2	Road Service Worker
Road Maintenance Worker 3	Automotive/Equipment Service Worker
Vegetation Control Technician	

For the purposes of negotiating with the Board on matters concerning wages, hours, fringe benefits and other employment relations. Temporary employees appointed to positions of six months or less duration are excluded from the unit.

ARTICLE 2

MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the Board if County government is to serve the public effectively. Except to the extent expressly abridged a specific provision of this agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the Board and are not subject to negotiation or other grievance procedure. By way of illustration and not of limitation the following are listed as such management functions:

1. The determination of the governmental services to be rendered to the citizens of Lincoln County.
2. The determination of the board's financial, budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the board establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, transfer and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine priority of work; the rights to purchase, dispose and assign equipment or supplies; the right to contract or subcontract any work.

This Article shall not preclude LCEA and the Board from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties or (2) negotiating on any matter during the open negotiation period before termination as provided in Article 19.

ARTICLE 3

LCEA ROADS MEMBERSHIP AND DUES CHECKOFF

Section 1-Membership:

Membership or non-membership in the Association shall be the individual choice of employees within the bargaining unit. The Association and the County shall continue the current practice of providing new employees with the opportunity of expressing the individual's choice for membership or non-membership in the Association.

Upon the new employee's membership in the Association, the effective date of dues deduction from the employee's wages shall be the first paycheck. In the event a member asks the County Human Resources Department in writing to be removed from the Association, the County Human Resources Department shall promptly notify the Association President, and the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the member. In the event a member asks the Association, through one of its officers, in writing, to be removed from the Association, the County shall cease deduction of dues starting with the next paycheck after receipt of notice from the Association.

Section 2- Dues Checkoff:

The Association will provide the County with written documentation from each employee of the Association who elects to be a member. The County will deduct LCEA dues from the wages of the employees, subject to the provisions of this contract. The LCEA will indemnify, defend and hold the County harmless against any claims made or any suit instituted against the County on account of any payroll deduction or LCEA. LCEA will refund to the County any amount paid to it in error.

The aggregate deductions of all employees shall be remitted together with an itemized statement to LCEA by the first pay date of the succeeding month after such deductions are made.

Section 3- New Hire Orientation:

When a newly hired or appointed employee within the Association bargaining unit is provided orientation by the County to the employee's new position, an Association representative will be allowed up to 45 minutes, to welcome the employee to the County and to review membership in the Association.

ARTICLE 4

SENIORITY

1. Seniority shall be defined as meaning an employee's length of continuous service with the LCEA Roads Bargaining Unit since the employee's last date of hire into the Unit. For purposes of this Article, continuous service shall be service unbroken by separation from service within the Unit other than leave protected by law, vacation, or sick leave. For the purpose of this Article, the time during an employee's authorized leave or during a layoff shall count as continuous service. Notwithstanding, authorized, unpaid leaves of absence in excess of 16 working days will not break continuous service, but will not add to the employee's seniority.
2. In the event that it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority, as provided in Paragraph (3) below. Employees shall also be called back from layoff according to their seniority for a period not to exceed 18 months from the date of layoff. No new employees shall be hired until all employees on layoff status have been provided a reasonable opportunity to return to work. Laid off employees are responsible for providing a current address to the Human Resources Department. An employee who is recalled shall report at the time and place specified by the Road Department. Upon notice of recall, the laid off employee shall have 5 working days to notify the Road Department of acceptance or rejection of the recall. If the employee accepts the recall, the employee must be able to report for work within 15 calendar days, as directed by the Road Department. The failure to report within these time lines or the rejection of an offered position or recall shall cause the employee to forfeit all future recall rights.
3. When an employee is laid off due to a reduction in work, the employee shall be permitted to exercise the seniority right to bump (replace an employee with less seniority) the employee with the least seniority within that job classification. In the event all employees within a job classification are laid off, they may bump an equal number of employees in lower paid classification within the Road Department who have the least seniority, provided the bumping employee is qualified to perform the work of the bumped employee.

Any employee who is bumped shall have the right to bump the least senior employee in a lower paid classification within the employee's department, provided the employee is qualified to perform the work of the employee bumped. The Road Department shall make the final determination of performance capabilities in regard to this Article.

ARTICLE 5
HOURS OF WORK

1. Reporting Place:

The primary reporting place for all employees shall be the maintenance yard where the employee is assigned from which the normal work day is started. When it becomes necessary to begin the work day at a place other than the regular reporting place, the work day shall begin at the maintenance yard of the Zone in which the work is to be performed. The County will make reasonable accommodations for employees who are assigned to start the work day at a place other than their primary reporting place. For educational opportunities within Lincoln County, the County may require the employee to report to the educational site. For out-of-County education, the County will provide compensation as required by the Oregon State Bureau of Labor & Industries. In emergencies, employees may be directed to report to any site in the County.

2. Regular Hours:

The regular hours of work each day shall be consecutive except for interruptions for lunch periods. All employees shall be granted a non-paid lunch period of at least one-half (1/2) hour each work shift.

3. Work Week:

The work week shall, at the determination of the Department Head, consist of either: (a) five (5) consecutive 8 hour work days; Monday through Friday inclusive, unless the County and the employee mutually agree to other days of work; or, (b) four consecutive 10 hour work days which fall within Monday through Friday, unless the County and the employee mutually agree to other days of work. If possible, notice of two weeks, but no less than one week will be provided by the Department prior to crew shift changes subject to this section except that a shorter notice can be given in emergency situations as determined by the County. No guarantee of work is implied by this section.

4. Work Day:

Except for emergency situations as determined by the Road Department, the work day shall, at the determination of the Department Head, consist of either: (a) eight (8) consecutive hours, or (b) 10 consecutive hours, not including a one-half hour unpaid lunch period and employees shall leave the work site in time to return to the reporting place by the end of the shift. The work day for any crew or employee may be adjusted to meet weather and other conditions as determined necessary by the Department.

5. Work Schedules:

Except for emergency situations as determined by the Road Department, each employee shall be entitled to notice prior to the end of any work shift as to any changes in the starting and quitting times of the shift to which the employee will be assigned the following work day or as to assignment to a shift other than the one currently assigned.

6. Rest Periods:

Fifteen (15) minute rest periods may be provided as close to the middle of each half shift as is practicable, except when such interruption would be detrimental to the efficient operation of the crew. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start any overtime work, when in the opinion of the foreman that the overtime is expected to be a minimum of two (2) hours.

ARTICLE 6
PAID HOLIDAYS

1. The following days shall be recognized and observed as holidays:

New Year's Day	January 1
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Wednesday before Thanksgiving	4th Wednesday in November
Christmas Day	December 25

Also the Board of Commissioners is vested with the authority to designate or recognize holidays.

In place of a personal holiday, regular full-time employees will accrue an additional .42 hours of vacation time per pay period as provided in Article 8.

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. Holidays which occur during paid vacation or paid sick leave shall not be charged against such leave. Should one of the above listed holidays fall on a Friday or a Saturday during the period when the 10 hour-four day work week is in effect, such holiday shall be granted on the preceding Thursday.

2. Holiday Pay:

Eligible employees shall receive 8 hours pay for each of the holidays listed above which falls within their 40 hour, 5 day (8 hour work day), work week and on which they perform no work and 10 hours pay for each such holiday which falls within their 40 hour (10 hour work days), work week.

3. Holiday Work:

If an employee works on any of the holidays listed in Section 1 above, the employee shall, in addition to holiday pay, receive time and one-half cash compensation for all hours worked on that holiday.

ARTICLE 7
SICK LEAVE

1. Accrual:
Sick leave shall be earned by each full-time employee at the rate of 3.7 work hours for each full pay period of paid service. Sick leave may be accumulated to a total of not more than 1440 working hours.

2. Utilization:
Employees may utilize their allowances of sick leave for the purposes stated in Exhibit C “Purposes for Sick Leave”.

3. Medical Verification:
A physician’s statement stating the need for the employee to use sick leave may be required at the option of the department head or elected official for any sick leave absence after three consecutive days.

4. Immediate Family:
See Exhibit C.

5. Separation:
Sick leave is provided by the County in the nature of insurance against loss of income due to illness or injury. Sick leave shall be compensated for any employee when separated from County service at the rate of 50% of the employee's accrual for employees having at least 5 years continuous service.

Should an employee die while in County service, any payments they would have been entitled to for a normal separation from County service will be extended to the employee's spouse or estate.

Employees hired on or after July 1, 2024, will not receive sick leave compensation upon retirement or separation from County employment.

6. Leave of Absence:
Sick leave shall not accrue during any period of leave of absence without pay.

7. Notification:
Any employee who is ill and unable to report to work shall make a reasonable effort to notify the immediate supervisor at least 30 minutes prior to the scheduled reporting time. In cases of continuing illness, the employee shall continue to notify the immediate supervisor of the employee's inability to report to work.

8. Bereavement Leave:
In the event of a death in the employee's immediate family, the employee shall be granted necessary paid time off to grieve or make funeral and estate arrangements, attend and travel to and from the funeral to a maximum of forty (40) hours per incident. Leaves taken under this section will run concurrently and within the time periods of bereavement leave provided by the Oregon Family Leave Act (OFLA). The total time granted for this Section shall not exceed eighty (80) hours per calendar year for any employee. Leave is prorated based on budget FTE. For the purpose

of this Section an employee's immediate family shall be defined as the employee's spouse, domestic partner, parents, children, siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepparents, stepchildren and step grandchildren. Bereavement leave shall be at the employee's regular rate of pay and shall be accounted for separately. Such leave shall not accumulate from year to year and must be approved by the Department Director. Use of accrued sick, compensatory time, vacation, and/or PTO will be authorized to extend bereavement leave, consistent with OFLA.

A regular employee will be allowed up to one day paid leave chargeable to accumulated sick leave, vacation leave, or compensatory time, at the employee's choice or leave without pay, if no paid leave accumulation exists, to attend the funeral of the employee's co-worker or former co-worker.

9. Sick Leave:

The duration of sick leave with pay due to a non-work related injury or illness, shall continue as long as the employee receives full pay from the County based on accumulated leave credits. At the time leave credit is exhausted and the employee receives no salary from the County, sick leave without pay may be granted by the Department Head for a reasonable period of disability, subject to the final authorization by the board. If sick leave without pay is approved, the Department Head may require periodic certification of the employee's physical condition from the attending physicians or practitioner during the period of disability.

For the purpose of this section, a reasonable period means a period not to exceed 30 days and that during or at the conclusion of such period, the employee can be expected to return to the employee's former position. Sick leave without pay may be approved for a lesser period, may be extended, or may be terminated, if, in the opinion of the Department Head, it is necessary to fill the position with a replacement employee. Sick leave without pay shall only be approved for a period having a fixed date of termination and shall not be open ended.

10. Transfer and Termination

Sick leave is provided by the County in the nature of insurance against loss of income due to illness.

- a. Sick leave shall not accrue during any period of leave of absence without pay, except in accordance with FMLA/OFLA laws.
- b. When an employee is transferred or appointed to another department or office, their accrued hours of paid sick leave shall be unaffected.

11. Sick Leave Sell Back

The County will allow employees with 10 years' continuous service to sell a portion of their accrued paid sick leave, up to \$1,000, less mandatory withholdings required by law, chargeable to their accrued sick leave, based on their hourly rate of pay. This option may be exercised every 5 years thereafter with the option of selling up to \$500, less mandatory withholdings required by law, chargeable to their accrued sick leave based on their hourly rate of pay, provided that a minimum of 80 hours of sick leave are retained in the bank following the sell back.

ARTICLE 8

PAID VACATION LEAVE

1. Accrual:

After having served on paid status in the County service for six (6) continuous calendar months, full-time employees shall be credited with 53.04 working hours of vacation leave and thereafter vacation leave shall be accumulated as follows:

<u>Months of Continuous Service</u>	Rate of Accumulation for each continuous full Pay period	Maximum accumulation per continuous year
After 6 months through 60 months	Working hours per pay period	
.....	4.08	192 hours
Beginning the 61 st month through 120 months	.....	5.01
.....	240 hours	
Beginning the 121 st month through 180 months	.....	5.93
.....	288 hours	
Beginning the 181 st month through 240 months	.....	6.85
.....	336 hours	
Beginning the 241 st month through 300 months	.....	7.78
.....	384 hours	
Beginning the 301 st month	..... 8.70	384 hours

2. Continuous Service:

Continuous service shall be service unbroken by separation from the County service, other than leave protected by law, vacation, or sick leave. Time spent on other types of authorized, unpaid leave in excess of 16 working days will not count as time of continuous service, except that, employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

3. Vacation Time:

Vacation times shall be scheduled primarily upon the needs of efficient operation as determined by the department.

In case of any conflicts between employees concerning the scheduling of vacations, the employee with the longest period of service with the County shall be given first consideration, however, each employee will be permitted to exercise this right of seniority only once annually.

4. Accumulation:

The maximum accumulation of vacation leave for any employee shall be as shown in this Article. An employee who has reached the maximum amount of vacation accumulation and who is unable to take vacation leave because of department work requirements, shall not lose vacation accumulation during such period. Such extra vacation credit over the maximum accumulation amount shall be scheduled by the department at the earliest possible date. Vacation leave shall not accrue during any absence without pay.

5. Termination or Death:

After twelve (12) months of continuous service, upon the termination of an employee for any reason, or in the event of the death of any employee, all accumulated vacation shall be paid either to the employee or the employee's heirs as appropriate.

6. Vacation Leave Sell Back

Employees who have used at least eighty (80) hours of vacation leave in the previous calendar year, may choose to sell back 40 hours of accrued vacation leave in lieu of time off, provided the employee maintains a vacation balance of at least 40 hours following the payout. This option may be exercised once annually.

To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll by no later than December 31st. Payment shall be included on the last payroll of January.

The County may refuse to pay employees under this provision if notice is not provided by the employee by the required date.

ARTICLE 9

OTHER LEAVES

1. Leave of Absence:

In instances where it will not seriously disturb the operation of the County Road Department by the temporary absence of an employee, leaves of absence without pay may be granted for any reasonable purpose, and such leaves may be renewed or extended by the Board for any reasonable period.

2. Jury Duty:

A regular employee who is required to be absent from work for jury service shall receive regular straight time pay while absent from work by reason of such assignment or interview or selection to serve as juror, for up to and including 40 hours in any one week. Upon receipt of pay for jury service, the employee shall pay the County the amount received as payment for the day absent from work while serving as a juror, except that the employee shall retain the mileage reimbursement. To be eligible for County payments the employee must notify the immediate supervisor at the time the employee was called for jury service. Employees released from jury duty before 12:00 noon, shall return to work for the afternoon shift.

3. Family Medical Leave:

The County will follow all applicable state and federal leave laws.

4. Military and Peace Corps Leave:

Military, Peace Corps and Parental Leave shall be granted in accordance with federal law or Oregon Revised Statutes.

5. Effect on Vacation Leave:

An employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days, normally shall first be scheduled for any vacation leave that has accrued to the employee's credit before being placed on leave without pay.

6. Failure to Return from Leave:

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the employee's position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence satisfactory to the Department of inability to return to work by reason of sickness, physical disability or other legitimate reasons beyond the employee's control.

7. Absence Without Leave:

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action; however, such action is subject to the grievance procedure.

8. LCEA Business Leave:

A regular employee elected to a LCEA office or selected by LCEA to do work which takes them from their employment with the County may, upon request of the employee and LCEA, be granted a leave of absence without pay for up to six months. Such leave shall always be contingent upon the operating requirements of the department.

Prior to expiration of such leave and upon written request, the County will give consideration to extending said leave for an additional two months. Any employee who has been granted such leave and who fails to return at the expiration of said leave, shall be considered as having resigned their position with the County. The denial of such request for leave shall not be grievable under Article 14.

9. Leave Sharing

The County agrees to maintain a Leave Sharing policy through the life of this agreement. The County maintains the right to make changes as the County deems necessary.

ARTICLE 10

HEALTH & WELFARE

1. Health/Medical/Dental Insurance:

Except as provided below, for the period July 1, 2024 through December 31, 2027, the County will pay on behalf of each full-time benefit eligible Bargaining Unit employee 90 percent of the monthly premium cost for employee coverage for the CIS/Regence High Deductible Health Plan (HDHP) and, CIS Vision Option, and the CIS Dental Plan including the CIS orthodontia Rider or comparable medical, vision, and dental coverage (tiered rates). The employee shall be responsible for 10 percent of the monthly cost. In addition, for calendar years 2025, 2026, and 2027, the County shall make one contribution per calendar year (payable on the first pay period in January) on behalf of each full-time benefit-eligible Bargaining Unit employee. Each contribution shall be in the amount of \$1,700 for employee only and \$3,400 for employee plus dependent(s) and shall be paid to a Health Savings Account (HSA) selected by the County. New eligible employees hired after January 1 of each year shall receive pro-rated contributions at date of medical eligibility to the HSA.

For the period July 1, 2024 through December 31, 2027, and for the calendar years 2025, 2026, and 2027, the County shall make one contribution per calendar year (payable on the first pay period in January,) on behalf of each, full-time benefit eligible Bargaining Unit employee who is covered by the HDHP but is not eligible to receive Health Savings Account contributions due to enrollment in Medicare, Veterans' Tri Care or Indian Health Services. Each contribution shall be made to a Voluntary Employee Benefit Association (VEBA) VEBA account selected by the County in the amount of \$1,700 for employee only and \$3,400 for employee plus dependent(s). New eligible employees hired after January 1st, of each year shall receive pro-rated contributions at date of medical eligibility to the VEBA.

Employee payments will continue to be made by payroll deduction through the County's Section 125 Plan.

The County will pay the full premium for a CIS Long Term Disability Insurance Plan (currently LTD Plan 2) for each full-time benefit-eligible Bargaining Unit employee.

Selection of the carriers for these plans and determination of comparability of coverage shall be made by the County.

2. Life Insurance:

During the term of this Agreement, the County agrees to pay the full premium for a \$40,000.00 life and accidental death and dismemberment insurance plan for each eligible employee.

The County contribution for new employees will start at the first day of the month following hire.

3. Employee Participation:

An employee on a partial month leave without pay will be required to pay a prorated amount of the County's contribution for insurance coverages listed in section 1 above, based on the following calculation:

$$\frac{\text{Number of LWOP days in month}}{\text{Number of workable days in month}} \times \text{Actual Premium} = \text{Amount to be withheld}$$

However, an employee who works, or receives pay, for sixteen (16) or more days or one hundred twenty-eight (128) regular shift hours, whichever is applicable, during the month, shall be considered to have worked a full month for the purpose of benefit payments or determining rates of accrual.

Such proration will not be effective for any leave without pay taken for the purpose of coordination with workers' compensation benefits for such period as the injured employee is also receiving a County salary supplement chargeable to accumulated sick leave, or for a leave without pay taken at the request of the County. Such proration will not be effective for any leave protected in accordance with FMLA/OFLA laws.

4. Optional Insurance Coverage:

Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense using payroll withholding. Employees on a continued non-paid leave status must make their own arrangements with the payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

5. Physical Examinations:

Physical examinations required by the State of Oregon as a qualification for operating motor vehicle equipment shall be the responsibility of the employee. The County shall pay for the examination in full if the examination is performed by a physician with whom the County has specifically contracted for such services, otherwise the County will pay for the examination up to a maximum of \$175.00 less any amounts paid by insurance. In the event that an employee does not pass the initial examination, the County will cover the costs up to \$100.00 of the second examination only if it is successfully passed by the employee. In the event that an employee is unable to qualify for the appropriate DMV license, the employee may be reassigned to an available position for which the employee is qualified and for which an appropriate DMV license is obtainable.

ARTICLE 11

RETIREMENT

The Board agrees to continue the existing or equivalent retirement plan and to pay the full employee contribution of 11%.

ARTICLE 12

WAGES

1. Compensation Plan, Rates of Pay and Salary Increases:

Compensation shall be paid in accordance with the Salary Schedule set forth on attached Exhibit "A" effective July 1, 2024, and a 3% increase on July 1, 2025, and a 3% increase on July 1, 2026. Information concerning any major change in the salary schedule will be made available to all employees within thirty days of such major change.

- a. Rates of Pay: Each employee shall be paid at one of the rates in the salary range for the classification in which the employee is employed.

Effective July 1, 2024, on a same step to step basis 353 Automotive/Equipment Service Worker, 401 Road Maintenance Worker 1 will be paid at Range 12; Road Maintenance Worker 2 will be paid at Range 13; 403 Road Maintenance Worker 3, 420 Vegetation Control Technician, 437 Road Service Worker will be paid at Range 14; 432 Mechanic will be paid at Range 15.

Salary Increases: Salary increases shall be subject to the availability of funding. The adjustment of employee salaries to advanced steps of their respective salary ranges shall be governed as follows:

1. Employees, who have served satisfactorily for 12 continuous months, following an in-range salary adjustment, shall automatically be eligible for advancement to the next step of the salary range, until attaining step 11. Employees not receiving a yearly evaluation shall be considered as "satisfactory" for the purpose of this Article. A step increase will not be denied for unsatisfactory work performance unless the employee is also given a work improvement plan which details the area of unsatisfactory performance and expectations.
2. As used in this Agreement, the term "continuous month" means any full calendar month of employment during which an employee is on pay status (as work or paid leave) for 16 or more working days in a month.

2. Promotion for Road Department Employees:

- a. Job Posting and Promotion: It is the intention of the County to fill job vacancies in regular positions from within the Road Department before hiring new employees. Notice of bargaining unit job vacancies shall be posted on appropriate bulletin boards of the Department. This will include the job title, pay grade and the general scope of duties and required qualifications and skills. Only those employees in the Department who make application during this five (5) day period will be considered and the vacancy will be filled by the most senior, qualified employee as determined by the County.

An employee who is promoted to a higher-level job assignment, shall serve a 60 day trial service period. If, during this trial service period, the employee who, in the opinion of the Department Head, is found to lack the full range of required skill

and ability, the employee shall be returned to the previous or comparable assignment and appropriate hourly rate and shall be provided in writing, the reason for such action. The employee may, at their option, also return to their previous position during the trial service period at the same salary and grade. An employee who satisfactorily completes the trial service period in the higher job assignment will be considered to be regularly appointed.

Road Maintenance Worker 1's with at least 4 (four) years of continued service who have met the qualifications outlined in the Road Maintenance Worker 2 Job Description, shall be promoted to Road Maintenance Worker 2.

Road Maintenance Worker 2's with at least 4 (four) years of continued service who have met the qualifications outlined in the Road Maintenance Worker 3 Job Description, shall be promoted to Road Maintenance Worker 3.

b. Demotion:

An employee may be demoted at the employee's request, with the approval of the Public Works Director, or as necessitated by the availability of work or funds. In such cases the employee must be fully capable of performing the duties as required. A demotion for any reason will be accompanied by a reduction in wage rate and employees at all times will be paid at the appropriate rate for their classification as set forth in Exhibit "A".

c. Higher Class Work:

(1) Except for training purposes, any qualified employee temporarily assigned to perform the full duties of a position with a wage rate higher than the employee's normal rate, shall be paid for such assignment at the regular rate of the higher position if such assignment continues for a minimum of four hours, retroactive to the beginning of the assignment. The senior, qualified employee immediately available will be selected for higher class work, given departmental needs and the necessities of location.

(2) Notwithstanding the requirement in paragraph (1) that the assignment at higher class work continue for a minimum of four hours, a supervisor will normally approve payment for higher class work on an hour-by hour basis, at the sole discretion of the supervisor. The parties agree that discretion exercised by a supervisor under this paragraph is not subject to the provisions of Article 14 (Grievance Procedure) of the Agreement, except that an employee may request the Public Works Director review the supervisor's determination, if the request is made within 24 hours of the supervisor's determination.

d. Lead Worker Classification:

1. PAY: An employee shall be paid Lead Worker enhanced pay of an additional 15 percent of the employee's regular base wage per hour during time worked by the employee for which the employee has been designated as Lead Worker by a supervisor. If the employee is an RM1 or RM2, work during this assignment shall be considered higher class work and receive base wage per hour, during the time worked, at the RM3 level. An employee assigned to on-call duty under this Article

shall be a Lead Worker for the assignment period. Selection for on-call duty shall be offered to employees who volunteer first. If no employees volunteer, on-call duty may be assigned in reverse seniority on a rotating basis (least senior first). Temporary employees are not eligible for on-call duty.

2. DEFINITION: As used in this section, "Lead Worker" means an employee who has been delegated limited supervisory responsibility for a task or tasks and/or an individual or group of individuals. This delegation may or may not be in addition to the Lead Worker's regularly assigned job. A Lead Worker assignment may be made for a definite or indefinite time period. Lead Worker assignments are made on the basis of special skills and/or knowledge. They are not made on the basis of seniority and/or rank.

3. AUTHORITY: A Lead Worker has the authority to:

- (a) Cease or commence work.
- (b) Purchase (using County procedures) routine parts and materials used in conjunction with the task or tasks assigned.
- (c) Assign specific and appropriate tasks for individuals and/or equipment.
- (d) Coordinate activities with supervisors and other agencies.
- (e) Determine appropriate work methods.
- (f) Assign higher class work.
- (g) Verbally reprimand supervised employees.
- (h) Deal with the public.

4. DUTIES: A Lead Worker shall:

- (a) Be expected to assume limited supervisory responsibilities and participate in appropriate management activities (including on-call duty) when assigned as a temporary replacement for a regular supervisor.
- (b) Provide the supervision delegated.
- (c) Ensure the quality and quantity of work supervised.
- (d) Control the general overall scope of the tasks being supervised and the specifics of the work.
- (e) Solve routine job problems.
- (f) Carry out the work in a safe manner.
- (g) Provide job site direction and, if necessary, cooperate with management in the investigation of an incident which may require discipline of a supervised employee or employees.

5. EXAMPLES: Examples of Lead Worker assignments include, but are not limited to, the following:

- (a) Substitution for a supervisor on leave.
- (b) Supervision of the Shop floor as an assistant to the Fleet Manager.
- (c) Supervision of work on a bridge, building, or other facility, when non-routine maintenance or replacement of structural components is involved.
- (d) Supervision of a crew partially or wholly comprised of contract employees and/or equipment (with operator), when appointed and appropriate.
- (e) Supervision of unusual, complex, or non-routine tasks and/or crew (such as crack sealing when equipment preparation and crew assignments are involved, and brush crew when using a person-lifting device).

(f) Providing commercial driver license training, subject to the employee being a certified trainer.

(g) Notwithstanding any other criteria, when the assignment is made by a supervisor.

6. NOT EXAMPLES: The following are not cause for a Lead Worker assignment in lieu of working supervision:

(a) The absence of a supervisor from a work site for extended periods of time.

(b) The size of a crew.

7. LEAVE PAY: Any paid non-work time (e.g. vacation, sick leave, etc.) which occurs during or at the end of a Lead Worker's assignment, shall be paid at the regular rate, unless such employee has served as a Lead Worker fifty percent (50%) of the time during the preceding half (six months) of the fiscal year period.

e. Non-Grievability:

The parties agree that the provisions of Section d are not subject to the provisions of Article 14 (Grievance Procedure) of the Agreement. However, Lead Worker decisions are appealable to the Public Works Director.

3. Reporting Time:

Any employee who is scheduled to report for work and who appears for work as scheduled, but where work is not available, shall be excused from duty and paid at the employee's regular straight-time rate for two (2) hours' work.

4. Section 3 - On-Call Pay:

Overtime eligible employees assigned to serve on on-call duty, beyond their regularly scheduled workday or workweek, shall be paid at the rate of \$1.75 for each full hour of required on-call duty during this agreement. Employees on on-call duty who are called away from their places of residence or other locations to perform work shall be compensated at the lead worker hourly rate for required travel time in addition to the time work is actually performed. Employees on on-call duty who must perform work as a result of a call shall be compensated at their lead hourly rate for all work and required travel time (if any) during the on call assignment schedule, in accordance with Section d. Lead Worker Classification of this Article.

5. Call-in-Time:

Any employee called to work outside of the employee's regular shift by the Department shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2), providing the employee is physically fit to perform the work upon reporting to the supervisor, and regardless of the total hours of work performed by the employee during the work week. Extension of a shift is exempted from this provision of "call-in-time". Employee scheduled and notified prior to the end of the previous day's shift of an early work schedule the next day are also exempted from "call-in-time".

6. Overtime:

a. Accumulation:

Overtime work may be required as deemed necessary by the supervisory authority. All overtime worked must be approved in advance by the supervisory authority, and is subject to the following:

(1) An overtime eligible employee accumulates overtime for work performed in the following situations, but not twice for the same hours:

(a) All assigned work in excess of the scheduled workday if the scheduled workday is at least 8 hours in duration, unless the employee and the supervisory authority have mutually agreed to a flexible work schedule for that day.

(b) All work performed on a holiday identified in Article 6 which falls within the employee's regular work schedule. The employee will also receive the employee's normal holiday pay.

(c) All work performed outside of the scheduled work week or in excess of 40 hours in a work week.

(2) Overtime accumulated pursuant to this section shall be either:

(a) Paid to the employee at one and one-half times the employee's regular rate of compensation; or

(b) Credited to the employee as compensatory time off at time and a half.

(3) In calculating work performed pursuant to this section:

(a) Overtime shall be computed to the nearest quarter hour.

(b) Work performed shall consist only of time the employee is actually working for the county. Any time during any form of leave, including, but not limited to, vacation leave and sick leave, shall not be included as work performed for purposes of overtime calculation.

b. Meals:

During an emergency situation, the County shall furnish a meal to any employee who is requested to and does work more than two (2) hours beyond their regular quitting time and shall be furnished additional meals every four (4) hours thereafter while continuing to work or shall be paid an amount for such meals according to the County policy and rates.

c. Distribution:

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within each work group. The regular employee assigned to the job would remain assigned to work when overtime is required. This would include Friday, when it is an overtime day. If the employee assigned to the job does not wish to work the overtime, the senior, qualified employee immediately available with comparable skills will be given the opportunity to work the overtime.

d. Compensatory Time Accrual:

Employees shall have the option to accumulate up to a maximum of eighty (80) hours per fiscal year of compensatory time off in lieu of cash. The eighty (80) hour maximum is the total allowed after computation at time and one-half. Such compensatory time is to be taken at times mutually convenient to the employee and

the County. Overtime in excess of eighty (80) hours shall be paid in cash and shall be included in the payment check for the pay period in which it was worked. At the sole, non-grievable, discretion of management, unused compensatory time may be paid in cash at the end of the fiscal year or carried over to the next fiscal year.

7. Pay Periods:

a. Pay Days:

Pay days will be on a bi-weekly basis on Fridays.

b. Hold Harmless:

LCEA shall hold the County harmless in the event of delay in the issuance of paychecks.

8. Travel Pay:

Whenever an employee is required by the County to use personal transportation for purposes other than reporting to work or returning there from, the employee shall be paid at the allowable IRS rate of reimbursement.

Travel and other expenses shall be in accordance with the Lincoln County Policy for Reimbursement of Travel and Other Expenses, which is attached hereto and incorporated by reference.

9. Personal Property Damage:

Employees shall be reimbursed up to \$250.00 per occurrence for damage to their glasses, footwear (excluding normal wear and excluding county paid boots), and hearing aide, when such damage occurs in the performance of the employee's regular assigned duties as an employee of the County and if such damage did not result from negligence on the part of the employee. Any claim for such damage must be submitted to the Public Works Director within fifteen (15) days of the date the damage occurred. The Public Works Director will expeditiously process such claims.

ARTICLE 13

DISCIPLINE AND DISCHARGE

1. Discipline:

(a) Disciplinary action shall be in accordance with the Lincoln County Personnel Rules (Article 13, Section A).

(b) Any meeting between a representative of the County and an employee in which any disciplinary action is to be announced, the employee will be advised of their right to LCEA representation, and a LCEA representative will be present if the employee so desires.

(c) If an occasion arises to reprimand an employee, it is to be done, if possible, in a manner that will not embarrass the employee before other employees.

2. Suspension:

No suspension or suspensions shall exceed an aggregate of 30 days in any 12 month period.

3. Notice:

When the County makes a decision to demote, suspend or dismiss an employee, the County will first give reasonable notice to LCEA representative in the affected employee's work group or unit chairperson prior to taking such action.

4. Personnel File:

(a) It is the intent of the County and LCEA that employees be informed of entries in their personnel file.

(b) The personnel file of any employee is subject to inspection by that employee at any time mutually convenient to the employee and the person responsible for keeping the personnel file.

(c) For purposes of this paragraph, "personnel file" means both the official personnel file kept by the Lincoln County Human Resources Department and the convenience file kept by the Lincoln County Road Department.

5. Discharge:

The County shall not discharge any employee who has completed the six (6) month trial service period without just cause. The six (6) month trial service period shall be the first six (6) months of full-time employment. The employee and an LCEA representative will be notified in writing that the employee has been suspended for a definite period of time and is subject to discharge. Such notification shall state the nature of the offense for which the employee is being discharged in detail, specifying dates, locations and the particular nature of the offense committed by the employee.

6. Appeal:

Any disciplinary action or measure imposed upon an employee who has completed the trial service period may be appealed as a grievance in the procedure as provided in Article 14 of this Agreement. Disciplinary actions imposed on trial service employees are not appealable as a grievance.

ARTICLE 14

GRIEVANCE PROCEDURE

PROBLEM SOLVER LANGUAGE

Bargaining unit stewards may confer with bargaining unit employees about job related problems on County time. If such a discussion occurs, stewards will determine if the employee has discussed the problem with his or her supervisor and minimize the discussion time. Upon request of the Public Works Director, the steward will also provide the Public Works Director with a written report containing pertinent information within ten calendar days.

1. Grievance Procedure:

- a. Any grievance or dispute which may arise between the parties to this Agreement regarding the application, meaning or interpretation of this Agreement, may be settled in the following manner:

Step 1: The employee with LCEA representation, shall, within 21 calendar days of the occurrence or knowledge of the occurrence of an alleged violation of the terms of this Agreement, submit the grievance in writing to the immediate supervisor. The written grievance shall include:

- (a) The name of the employee in whose name the grievance is filed.
- (b) The date of the circumstances giving rise to the grievance and/or date of first knowledge that a grievance has occurred.
- (c) A statement of the grievance, including the provisions of the Agreement alleged to have been violated.
- (d) The remedy sought.
- (e) The signature of either the grievant or the grievant's LCEA representative.

The immediate supervisor shall respond in writing to the employee and the employee's LCEA representative within 14 calendar days following receipt of the written grievance report.

Step 2: If the grievance still remains unresolved, the employee with LCEA representation, may, within 10 calendar days after the written reply of the supervisor is due, submit the grievance in writing to the department head. The department head shall, upon receipt of the grievance arrange a meeting with the

grievant and LCEA representative within 10 calendar days. The department head, after this meeting, shall have 10 calendar days to attempt to resolve the matter and reply in writing to LCEA.

Step 3: If the grievance still remains unresolved, an authorized representative of LCEA may submit the matter to the Board of Commissioners within 14 calendar days of the response from the department head. The Board shall render its decision in writing to LCEA within 14 calendar days.

Step 4: If the grievance remains unresolved, an authorized representative of LCEA may proceed with the matter to binding arbitration, as provided in Section 3 below, and shall submit a written notice of such intent to the Board of Commissioners.

2. Time Limits:

The time limits prescribed in the Article for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties so involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties involved. No employee shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.

3. Arbitration:

a. Referral to Arbitration:

If LCEA and the employer fail to settle any grievance, the matter may, at the option of LCEA, be referred to an impartial arbitrator mutually agreeable to both parties. LCEA shall exercise its option to proceed to arbitration within 15 calendar days of the response of the Board of Commissioners as provided by Step 4 of the grievance procedure, otherwise the grievance shall be considered to be resolved.

b. Selection of an Arbitrator:

If the impartial arbitrator cannot be mutually agreed upon by both parties, a list of arbitrators shall be requested from the State Mediation and Conciliation Service, by either or both parties, to provide a panel of five arbitrators within 5 working days. Both the employer and LCEA shall strike two names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

c. Authority of the Arbitrator:

1. The authority of the arbitrator shall be limited to the interpretation of this Agreement.
 2. The arbitrator shall not have the authority to add or subtract from the provisions of this agreement.
 3. The arbitrator shall have the authority to decide on questions of fact or law involved in any grievance or dispute referred to arbitration.
 4. The decision and/or award of the arbitrator shall be final and binding on both parties.
- d. Each party shall pay its own expenses incurred in arbitration. The fees and expenses of the arbitrator shall be borne equally by the County and LCEA.

4. Stewards:

Employees selected by LCEA to act as LCEA Representatives shall be known as "stewards". The names of the employees selected as stewards and the names of LCEA-elected officers, who may represent employees shall be certified in writing to the County by LCEA. Duties required by LCEA of its stewards, excepting attendance at meetings with the County, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, under Article 1314 hereof, shall not interfere with their or other employee's regular work assignments as employees of the County. Contacts between LCEA and employees except the aforementioned meetings, shall be made outside of working hours.

5. County/LCEA Meetings:

All meetings between the Board and LCEA may be held, if practicable, during regular working hours, on County premises and without loss of pay to authorized participating employees. The number of participating employees representing LCEA, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

Article 15
Personnel Files

Section 1: By signed authorization, an employee may extend the right to review to the employee's official representative.

Section 2 – Removal of Notices:

Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel files and shall be removed if requested by the employee, no earlier than one (1) year after they have been placed in the employee's personnel file, unless there has been a reoccurrence of a similar nature. The employee's request must be in writing and identify the items that the employee wishes removed by title and date of incident. Provided, however, that in any later disciplinary action instituted against the employee, if the employee or the Association grieves such action, the parties may use those removed items in the grievance proceedings.

ARTICLE 16

GENERAL PROVISIONS

1. No Discrimination:

The provisions of the Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, disability, veteran status, Union Membership or political affiliation. LCEA and the Board shall equally share the responsibility for the application of this provision.

All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

The Board agrees not to interfere with the rights of employees to become members or refrain from becoming members of LCEA and there shall be no discrimination, interference, restraint or coercion by the County or LCEA or any board or LCEA Representatives, against any employee because of LCEA membership or non-membership or because of any employee activity in an official capacity on behalf of LCEA provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

There shall be no soliciting of employees for LCEA membership during working hours when such soliciting would interfere with the performance of an employee's duties.

2. Bulletin Boards:

The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by LCEA at all County shops. All notices and bulletins posted on such bulletin boards must have the approval and be initialed by one of the Local LCEA Officers. Inasmuch as the County is a political subdivision of the State, no LCEA bulletin board will be used for the posting of political materials.

3. High Visibility and Protective Clothing:

The Road Department will furnish hard hats, safety vests, goggles, hearing protection, respirators, jacket, rain gear, and mechanic's overalls. The employee will furnish the employee's own safety shoes and ordinary working clothes.

The items are to comply with County and State working and safety laws.

Each year the County will provide at no cost, high visibility clothing to each road maintenance and shop employee (See Exhibit "B"). Employees shall be responsible for cleaning and maintenance of issued items. Said items will be the property of the employee and the employee may, if necessary, purchase additional items at the County's cost (as appropriate). Employees will be required to wear the high visibility clothing as a safety measure or may, as an alternative, wear the high visibility vest issued by the County.

4. Educational Leave:

After completing one (1) year of service, an employee upon request may be granted a leave-of-absence without pay for educational purposes. The period of such leave-of-absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee. Requests in writing, for educational leave shall be made not less than fifteen (15) days prior to date of leave. Such leave is subject to approval of the Board.

Employees may also be granted leaves-of-absence with pay for educational purposes, for reasonable lengths of time, when requested by the County to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to employment with the County.

5. Visits by LCEA Representatives:

Representatives of LCEA shall have reasonable access to the premises of the County. Such visits shall not interfere with the normal operation of the department. Prior approval for such visits shall be obtained from the Department Head or designee.

6. County Facilities

County facilities may be used for Association activities according to building use policies when such facilities are available.

7. Trial Service Period:

All new employees shall serve a six month trial service period. During the six month trial service period, the employee shall have no expectation of continued employment and may be dismissed from employment without any showing of cause or redress under this Agreement. Employees who are re-hired by the Road Department within one year of their previous employment, shall not be subject to the lower wage rate.

ARTICLE 17

WORKERS' COMPENSATION

1. Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.
2. The day of injury shall be considered a work day, and the employee will receive the normal salary for that day.
3. Integration with Sick Leave:

Pursuant to ORS 656.240, the County, with the consent of the employee, may deduct from sick leave payments to the employee, amounts equal to benefits received by the employee under ORS 656.001 to 656.807, with respect to the same injury/illness that gave rise to the sick leave. Notwithstanding, the deduction of sick leave shall not exceed an amount determined by taking the employee's daily wage for the period less daily time loss benefits received under ORS 656.001 to 656.807, divided by the employee's daily wage.

ARTICLE 18

SAFETY

Equipment provided by the County shall be maintained in a safe condition. When an employee believes that an unsafe condition exists, the employee shall immediately report such unsafe condition, in writing, to the employee's foreman. Employees shall at all times follow County and State safety regulations. Failure to follow safety and traffic regulations may be subject to disciplinary action. LCEA shall join in the selection of at least one member of the Safety Committee.

ARTICLE 19

SAVINGS CLAUSE

This document constitutes the sole and complete agreement between LCEA and the Board, and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior commitment or Agreement between the Board and LCEA or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision by the Court 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.

ARTICLE 20

LIFE OF AGREEMENT & TERMINATION


1. This Agreement shall be effective the date of execution and shall remain in full force and effect until the 30th day of June 2027 (December 31, 2027 for Health and Welfare Benefits).
2. If either party wishes to renew or modify the Agreement as of July 1, 2027, notification of such renewal or modification must be submitted in writing to the other party by January 1, 2027. Negotiations are to begin by February 1, 2027.
3. The Agreement shall remain in full force and effect during the period of such negotiations and shall terminate on the date indicated above.
4. This Agreement may be terminated at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this
26th day of June 2024.

LINCOLN COUNTY EMPLOYEES
ASSOCIATION (ROADS)




LCEA Chief Negotiator



LCEA Roads



LCEA Roads



LCEA Secretary

BOARD OF COMMISSIONERS



Casey Miller, Chair



Claire Hall, Commissioner



Kaety Jacobson Commissioner

EXHIBIT "A"
Payscale will be forthcoming

EXHIBIT "B"

HIGH VISIBILITY CLOTHING

- (1) All Lincoln County Road Department employees, except designated shop personnel, are required to wear ANSI 107-2004 Class 2 (current standard) high visibility clothing in the yard and on the roads.
- (2) Shop personnel will receive County-provided clean coveralls each work day.
- (3) The County will issue to:
 - (a) All regular employees rain gear (pants and jacket), and a medium weight jacket and high visibility vest. Employees shall be able to exchange County issued non-serviceable rain gear (pants and jacket) and jacket to the Road Department for a replacements. High visibility vests may be obtained as needed.
 - (b) All regular Road Maintenance Workers shall be entitled to an aggregate total credit each fiscal year of \$400 as a work clothing allowance, subject to Department approval.
 - (c) All regular employees that use work gloves up to 12 pairs of common work gloves per year.

EXHIBIT "A"
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EXHIBIT "B"

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