

Approved by Lincoln County Order #10-24-423

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LINCOLN COUNTY**

**AND**

**LINCOLN COUNTY CHAPTER OF THE  
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS  
(FOPPO)**

**FOR THE PERIOD OF**

**JULY 1, 2024 THROUGH JUNE 30, 2027**

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**COLLECTIVE BARGAINING AGREEMENT**  
**PREAMBLE**

This Agreement is entered into by Lincoln County, Oregon, hereinafter referred to as the "County," and the Lincoln County Chapter of the Federation of Oregon Parole and Probation Officers, hereinafter referred to as "FOPPO." Unless otherwise indicated, the term "County" shall include the Board of Commissioners, elected officials, and other heads of departments in which employees in the bargaining unit are employed.

This document represents the full Agreement between the County and FOPPO. The purpose of this document is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote efficiency of the employees covered in providing service to citizens of the County.

It is understood and agreed that there is a division of responsibility and authority between the Board of Commissioners and the elected heads of departments covered by the terms of this agreement in the administration of employment conditions for Lincoln County as provided by Oregon Revised Statutes. Complying with the following Articles, or portions thereof, is the responsibility of the Board and/or other appropriate elected official(s) in accordance with those statutes.

The parties agree as follows:

ARTICLE 1  
RECOGNITION

The County recognizes the Federation of Oregon Parole and Probation Officers (FOPPO) as the sole and exclusive representative, for the purpose of collective bargaining and contract administration, for all Parole and Probation Officers and Parole and Probation/Presentence Investigator positions, as defined in ORS 243.736, employed by Lincoln County, excluding supervisory and confidential employees.

ARTICLE 2  
NON-DISCRIMINATION

The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination, except in cases of bona fide occupational qualification, as to age, sex, sexual orientation, gender identity, armed services enlistment status, marital status, race, color, creed, religion, national origin, union or political affiliation, mental or physical disability.

For conduct that is not covered by the definition of “discrimination” under the state and federal law, the County agrees to receive, investigate and take appropriate corrective steps .

ARTICLE 3  
MANAGEMENT RIGHTS

FOPPO recognizes that it is the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities. Except as specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- a. The determination of the services to be rendered to the citizens of the County.
- b. The determination of the County's financial, budgetary and accounting procedures.
- c. The establishment and revision of operating procedures and the direction and supervision of all operations, functions, regulations and policies of the County.
- d. The determination, implementation and direction of all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances as determined by the County.
- e. The management and direction of the work force, including but not limited to, the right to determine the place to report for work; the determination of duties and qualifications to be assigned or required; the methods, processes and manner of performing the work; the right to hire, train, promote, transfer and retain employees; the right to lay off; the right to abolish positions or reorganize the department; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies. Notwithstanding the above, the County will notify FOPPO and give opportunity for discussion and input regarding any proposed general reduction in work hours, when such reduction will be applied either countywide or department wide in one or several departments.
- f. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for FOPPO to discuss directly with the Board of County Commissioners the effect that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire County employees who would be laid off due to this subcontract.
- g. To assign shifts, work day, hours of work and work location in accordance with Articles 5 and 6.
- h. To discipline, suspend, demote, discharge or reduce the pay of an employee.

ARTICLE 4  
DUES CHECKOFF

Section 1 – Membership:

Membership or non-membership in FOPPO shall be the individual choice of employees within the bargaining unit. FOPPO 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 FOPPO.

Upon a new employee's membership in FOPPO, 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 FOPPO, the County Human Resources Department shall promptly notify the FOPPO 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 FOPPO, through one of its officers, in writing, to be removed from FOPPO, the County shall cease deduction of dues starting with the next paycheck after receipt of notice from FOPPO.

Section 2 – Dues Checkoff:

FOPPO will provide the County with written documentation from each employee of FOPPO who elects to be a member. The County will deduct FOPPO dues from the wages of the employees, subject to the provisions of this contract. FOPPO 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 for FOPPO. FOPPO 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 FOPPO 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 FOPPO 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 FOPPO.

ARTICLE 5  
HOURS OF WORK

Section 1 - Workweek:

The standard workweek for full-time employment shall consist of 40 hours of work based on 5 consecutive workdays, according to current practice, Monday through Friday inclusive, excluding continuous operations and other departments and/or activities which may require an alternative workweek. The workweek for employees begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. No guarantee of work is intended or implied by this Article.

Section 2 - Workday:

The standard workday for full-time employment shall consist of 8 hours of work as now practiced. Each employee workday shall have regular starting and quitting times, excluding those employees on flex time or irregular schedules or in emergency work situations. When the department head determines that such conditions exist, the department head may adjust the starting and quitting times. Additionally, it is agreed that both the employee and supervisor may agree to an adjustment of starting and quitting times. FOPPO shall have the opportunity to negotiate the impact of any change in work schedules greater than 14 days. The County retains the right to change employee's hours of work per week. Such changes shall increase or decrease the employee's salary proportional to the salary schedule. For example, if an employee's hours of work are increased from 37.5 to 40 hours, then the employee will be entitled to the 40 hour salary in the plan or 2.5 hours above the employee's salary then in effect, whichever is greater. For employees who are redlined, the proportional change shall be from the employee's then current salary. A reduction of hours to less than full time (37.5 40 hours per week) shall be considered a layoff pursuant to Article 16, authorizing "bumping" in accordance with Article 16, Section 3.

Section 3 - Alternative Workweek:

During the term of this Agreement, the County may establish a workweek of full-time employment consisting of 4 consecutive workdays for such positions, classifications or departments as the County deems appropriate. Additionally, the County may establish other alternative workweek schedules. Such alternative schedules shall not exceed the average number of work hours per week based on Section 1 of the Article.

Currently, the County has authorized a 10 hours per day, 4 days a week schedule for some employees. While the County does not intend to change that schedule at this time, the County reserves the right to change the schedule, including returning to the standard workweek, if in its discretion it needs to for staffing, operational, or budgetary reasons. The County does agree that it will provide notice in accordance with Section 4 below of any change in schedule, including a return to the standard schedule.

Section 4 - Notice of Alternative Workweek Schedule:

The County shall provide the employee an advance notice of 5 working days when any alternative workweek schedule is to be established or discontinued. During the notice period, the employee may contact FOPPO if the proposed workweek is not acceptable. FOPPO shall have the opportunity to comment to the County on the proposed alternative workweek schedule within the 5 working days after the County notifies the employee.

ARTICLE 6  
REST AND LUNCH PERIODS

Section 1 - Rest Periods:

A rest period not to exceed 15 minutes shall be permitted for each half of the workday. Rest periods shall be scheduled as near to the middle of each half workday as possible and shall be scheduled so that the departments are staffed at all times. Rest period time may not be accumulated or used to shorten the workday. The inability of the employee to observe a rest period or periods shall not be a basis for overtime compensation.

Section 2 - Lunch Period:

Employees shall be granted a nonpaid lunch period not to exceed one hour during each full workday. Whenever possible, such meal periods shall be scheduled in the middle of the workday. Lunch periods shall be scheduled so that departments with three or more employees shall be staffed at all times during business hours unless an exception is granted by the Board. Supervisors may authorize one-half hour lunch breaks for employees working in the field. In addition, extended lunch breaks beyond one hour may be agreed to by FOPPO and the County for specific departments and specific purposes. Such extended agreements will be put into writing as a memorandum of agreement. If an employee is granted a lunch period of one-half hour, the employee's quitting time will be adjusted to accommodate the one-half hour lunch period.

Section 3 - Continuous Duty Schedule

From time-to-time an employee's job assignment and workload may not lend itself to duty free breaks and meal periods. In such situations, an employee may make a request for a continuous duty schedule from the Director or their designee. Alternatively from time to time, the Director or their designee may need to require an employee to work a continuous duty schedule. Therefore, the scheduling of meal periods and breaks for continuous duty employees will be based on departmental judgement and the need for supervision of clients and may be on an "as time is available" basis. Continuous duty employees may not be relieved of duty during the workday and may have to take meals and breaks on paid time while supervising clients or attending to other duties. Meal periods or breaks may be interrupted or missed without additional compensation.

ARTICLE 7  
HOLIDAYS

Section 1 - Paid Holidays:

The following days shall be observed and recognized as holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25

And any other day designated by the Board of County Commissioners.

Section 2 - Weekend Holidays:

When a holiday falls on Sunday, the succeeding Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Full-time employees whose weekend days are other than Saturday and Sunday shall be entitled to the same number of holidays as regularly scheduled employees.

Section 3 - Holiday Pay:

Full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. For purposes of this section only:

- a. "Full-time employee" means an employee whose regular work week is 37.5 hours or more.
- b. "One day's pay" means that an employee will receive the employee's normal weekly salary for any week in which a holiday falls; provided, however, this section does not require the County to pay the employee for hours not worked due to unpaid absence during the work week. The supervisory authority and the employee may agree to adjust the work week in which the holiday falls to accomplish scheduling.

Section 4 - Holiday During Leave:

Should an employee be on authorized leave with pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave accumulation. Holidays occurring during leave without pay shall not be compensated.

Section 5 - Eligibility For Holiday Pay, Part-Time Employees:

Regular part-time employees whose regular work schedule is 20 or more hours per work week shall receive compensation for holidays based on the same proportion as the hours worked are to the total actual work hours in the months in which the holiday occurs.

Section 6 - Work Performed On Holidays:

Compensation for work on a holiday is governed by Article 14, Overtime.

ARTICLE 8  
LEAVE AUTHORIZATION

No leave of absence with or without pay shall be granted unless a request is submitted by the employee and approved by the Department head. Approval or disapproval shall be given to the employee in writing and will include the reason therefore. Approval of leave shall be obtained prior to the beginning of any leave periods and no payment for any leave of absence shall be made without such approval. Absence from work without approval is subject to disciplinary action. Department heads shall give due consideration to retroactive approval of absences which were beyond the control of the employee.

Absence of an employee from duty, including an absence for a single day or part of a day, not authorized by a specific grant or leave of absence by the department head shall be deemed to be an absence without leave. Such absence shall be without pay and may cause the employee to be subject to disciplinary action.

ARTICLE 9  
VACATION LEAVE

Section 1 - Full-Time Employment:

Full-time employees, after having served in County service for 6 continuous months, shall be credited with either 53.04 hours of vacation leave and thereafter vacation leave shall be credited as follows for continuous service:

Vacation is credited on a “per pay period” basis in sufficient hours to equal the monthly requirement.

Years Of Continuous Service	Hours Accumulation Per Bi-Weekly Pay Period
	40 Hour Work Week
After 6 months of continuous service through the 5 <sup>th</sup> year:	4.08
Maximum Accrual:	192 hours
Beginning the 6 <sup>th</sup> year of continuous service through the 10 <sup>th</sup> year:	5.01
Maximum Accrual:	240 hours
Beginning the 11 <sup>th</sup> year of continuous service through the 15 <sup>th</sup> year:	5.93
Maximum Accrual:	288 hours
Beginning the 16 <sup>th</sup> year of continuous service through the 20 <sup>th</sup> year:	6.85
Maximum Accrual:	336 hours
Beginning the 21 <sup>st</sup> year of continuous service through xx year:	7.78
Maximum Accrual:	384 hours

As used in this Agreement, the term “continuous month” means any full calendar month of employment during which an employee is on a paid status (at work or any paid leave) for 16 or more working days. (See Section 2 below.) Maximum Accrual includes sick leave incentive.

Section 2 - Continuous Service:

Continuous service for accumulation of higher levels of vacation leave credit shall be service unbroken by separation from the County employment, except that the time spent by an employee on military leave, peace corps duty, leave resulting from a job-incurred injury or authorized education leave shall be included as continuous service.

Time spent on other types of authorized leave in excess of 16 working days will not count as part of continuous service, except employees returning from such leaves or employees who were laid off shall be entitled to credit for service prior to the leave.

Section 3 - Part-Time Employees:

Part-time employees working 20 or more hours per work week in a regular position may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment.

Section 4 - Scheduling Vacation:

Vacation schedules shall be established by the Community Justice Director, and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the Director or their designee to meet work emergencies or to grant requests of individual employees. In vacation leave, the Director shall give due consideration to the desires of individual employees within limits of the staffing requirements of the department. Employees who have completed 6 months of continuous service as provided in Section 1 may utilize earned vacation and request leave under this section.

Section 5 - Accumulation Of Vacation Credits:

The maximum accumulation of vacation leave for any employee is provided in Section 1 of the Article. An employee whose accrual is approaching the cap may, schedule vacation in accordance with Section 4. .

Section 6 - Leave Without Pay:

Any employee who, for any purpose, is granted a leave without pay in excess of 30 calendar days shall first be scheduled for vacation leave and/or compensatory time off that has been accrued to the employee's credit before being placed on such leave.

Section 7 - Transfer Credit:

When an employee is transferred or appointed to another department or office of the County, the employee's vacation leave credit shall be transferred with the employee to the gaining department.

Section 8 - Vacation Pay At Termination:

If an employee has served at least 6 continuous months and separates from the County service, the employee shall be entitled to cash compensation for unused accrued vacation leave.

ARTICLE 10  
PAID SICK LEAVE

Section 1 - Accumulation:

Paid Sick Leave is prorated based on FTE and accrues each pay period. Full-time employees shall accumulate paid sick leave at the rate of 3.7 hours per bi-weekly pay period. Sick leave may accrue to a cap of 1440 hours. Sick leave may be used in increments of 15 minutes.

- (a) Part-time Employees: Regular part-time employees working 20 hours or more per work week accrue sick leave in an amount proportionate to that which would be accrued under regular full-time employment.

Section 2 - Utilization:

Employees may use their allowance of accrued sick leave for the purposes stated in Exhibit B "Purposes for Sick Leave".

Section 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 for any sick leave absence after three consecutive days. The County shall pay for the reasonable costs associated with the employee's procurement of a medical verification or certification required under this section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

Section 4 - Sick Leave Without Pay:

Upon the exhaustion of all paid leaves and all protected leaves, a leave of absence without pay under Article 11, Section 2(b) may be granted by the Community Justice Director or their designee for a reasonable period subject to the final authorization by the Board of County Commissioners. If a leave of absence without pay is approved, the the Human Resources Department may require periodic medical verification of the employee's need for leave from the attending physician or practitioner during the period of disability.

Section 5 - 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.

Section 6 - 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. For employees regularly scheduled to work less than 40 hours per week, the accrual of this leave benefit is prorated based on budgeted 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.

#### Section 7 - Employee Notification Of Absence:

An employee who is ill and unable to report to work shall make a reasonable effort to notify their immediate supervisor not less than 30 minutes before their reporting time unless the employee's department has established a different requirement. In the case of a continuing illness, the employee shall advise their immediate supervisor daily of the inability to report to work.

#### Section 8 - 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.
- (b) When an employee is transferred or appointed to another department or office, their accrued hours of paid sick leave shall be unaffected.
- (c) Compensation for accrued sick leave will be allowed for an employee when separated from County service as provided in Article 12, Section 3 of this Agreement. Employees hired on or after July 1, 2021 shall not be compensated for accrued sick leave upon separation from County employment.

#### Section 9 - Sick Leave Buy 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 10 years.

#### Section 10 - Reinstatement:

An employee who is re-employed following a layoff or an expiration of leave without pay shall have unused hours of accrued sick leave restored.

#### Section 11 - Re-Employment:

Except for employees who cashed out accrued but unused hours of sick leave pursuant to Article 12, Section 3, herein, an employee who voluntarily separates from County service and who returns to full-time employment within 180 days of the date of such separation, shall have any hours of accrued but unused sick leave restored to them in accordance with ORS 653.606(11).

#### Section 12 – Paid Leave Oregon (PLO):

The County recognizes the right of qualifying employees to use Paid Leave Oregon for the purposes stated in the Act. Employees may supplement their PLO benefit using available accrued leave but are not required to do so consistent with applicable law. Employees may choose the order in which available leaves are exhausted for this purpose.

ARTICLE 11  
OTHER LEAVES

Section 1 - Other Leaves With Pay:

Employees shall be granted a leave of absence with pay for:

- (a) Service as a juror. Employees who are excused from jury service or court appearance before the end of their work day shall immediately report their availability for assignment to their supervisor. All jury witness fees, except for mileage and meals, received by an employee shall be returned to the County Treasurer.
- (b) Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority when such appearances are in connection with employee's official duties for Lincoln County.
- (c) Authorized duties in connection with county business.
- (d) National Guard or Military Reserves for up to 21 workdays in any one federal fiscal year (October 1 to September 30). Notwithstanding this provision, the employee is required to have been employed by the County for a period of 6 months preceding the application for such leave; otherwise, such leave will be without pay. (See ORS 408.290 (HB 2865, 2023)).

Section 2 - Leave Without Pay:

Employees may be granted a leave without pay for:

- (a) Military and Peace Corps leave shall be granted in accordance with the laws of the State of Oregon.
- (b) Subject to Board approval, department heads may grant a leave of absence without pay not to exceed 90 calendar days if County business would not be jeopardized. Request for such leave must be in writing and must establish reasonable justification. Such leave will not be approved for an employee who is accepting employment outside of the County service. An employee who is granted a leave of absence without pay for a period in excess of 30 calendar days shall first be scheduled for any vacation and/or comp time off that has accrued before the employee is placed on leave without pay.

Section 3 - Temporary Interruption of Employment:

Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other unexpected or unusual reasons beyond the control of the employee or of the County, not to exceed 10 days, shall not be considered a layoff if, at the termination of such conditions, the employee returns to employment. Such interruptions of employment may be charged to accrued vacation leave, or compensatory time. If the employee has no accrued vacation leave or compensatory time, it may be recorded as leave without pay.

Section 4 - Failure to Return from Leave:

Any employee who has been granted leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned, and the position shall thereupon be declared vacated, unless the employee, prior to the expiration of such leave of absence, furnishes acceptable evidence of inability to return to work by reason of sickness, physical disability, or other factor beyond the control of the employee.

Section 5 - Union Business Leaves:

A regular employee elected to a union office or selected by FOPPO to do work which takes the employee from employment with the County may, upon request of the employee and FOPPO, be granted a leave of absence without pay for up to 3 months. Such leave shall always be contingent upon the operating requirements of the

involved department.

Prior to expiration of such leave and upon written request, the County will give consideration to extending said leave for an additional 2 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 the employee's position with the County. The denial of such request for leave shall not be grievable under Article 18.

Section 6 - Effect of Unpaid Absence on Benefits:

If an employee does not work (or receive pay) for sixteen or more workdays in a month, then vacation leave (see Article 9) and health and welfare benefits (Article 12) will be pro rata reduced accordingly. With respect to seniority (Article 16), approved unpaid leaves of absence in excess of sixteen workdays will not "break" seniority, but such leaves will not add to the employee's accumulation of seniority. Approved, unpaid leaves of absence of sixteen or fewer workdays will not break seniority and will be added to the employee's accumulation of seniority, the same as days of work or other paid leaves.

ARTICLE 12  
HEALTH AND WELFARE

Section 1 - Medical, Dental, Life and Long Term Disability Insurance and HSA's:

Health 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% 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 pay 10% of the monthly cost. Employee payments will continue to be made by payroll deduction through the County's Section 125 Plan.

Health Savings Accounts. In addition, for calendar years 2025, 2026 and 2027, the County shall contribute (in the first pay period in January) on behalf of each full-time benefit eligible Bargaining Unit employee a contribution in the dollar amount of \$1,700 for employee only and \$3,400 for employee plus dependent(s) through a Health Savings Account (HSA) selected by the County. Newly hired eligible employees after January 1<sup>st</sup> of each year of this Agreement shall receive pro-rated contributions at date of medical insurance eligibility to the HSA.

Alternate VEBA Contribution. For the period January 1, 2025 through December 31, 2027 the County will contribute (in the first pay period in January,) on behalf of each, full-time benefit eligible bargaining unit employee who is covered by the HDHP but who is not eligible to receive Health Savings Account contributions (due to enrollment in Medicare, Veterans' Tri Care or Indian Health Services), to a Voluntary Employee Benefit Association (VEBA) account, selected by the County, in the amount of \$1,700 for employee only and \$3,400 for employee plus dependent(s). Newly hired, eligible employees after January 1<sup>st</sup>, of each year of this Agreement shall receive pro-rated contributions at date of medical insurance eligibility to the VEBA.

The County will pay the full premium of a \$20,000, 24-hour life and AD & D insurance plan for each full-time benefit-eligible Bargaining Unit employee.

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.

The effective date of the above listed insurance coverage for new employees shall be the first day of the month following their respective hire date(s). Selection of the carriers for these plans and determination of comparability of coverage shall be made by the County.

Section 2 - Employee Participation:

An employee on a partial month leave without pay will be required to have a prorated amount of the County's contribution withheld, based on the following calculation:

$$\frac{\text{Number of LWOP days in Month}}{\text{Number of Workable Days in Month}} \times \text{Actual Premium} = \text{Amount of Salary Withheld}$$

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 pro-ration will not be effective for any leave protected in accordance with FMLA/OFLA laws.

### Section 3 - Retirement:

The County agrees to continue the existing or comparable employee retirement program and to pay full premium. Employees' participation begins with their first full month of employment. Selection of the carrier for this plan and the determination of comparability of coverage shall be made by the County.

In addition, the County shall pay into a Section 457(b) plan 2% of the employee's qualifying salary beginning with their first full month of employment. Selection of the carrier for this plan and the determination of comparability of coverage shall be made by the County.

Employees hired before July 1, 2021 who retire under the terms and conditions of the County retirement plan will be paid an amount of money equal to 50% of such employee's accumulated sick leave as of the date of retirement. With verification of the County Retirement Plan Administrator that the option is legal, the employee can select from among the following options:

1. To defer as much as possible into the Section 457 plan OR
2. To defer as much as possible into the Section 401(k) plan OR
3. To defer as much as possible into a combination of the two plans OR
4. To take the money as cash OR
5. In any other manner that may be negotiated by FOPPO

Employees hired on or after July 1, 2021, will not receive sick leave compensation upon retirement or separation from County employment.

### Section 4 - Optional Insurance Coverage:

Employees desiring to participate in other optional insurance programs authorized by the County may do so at their expense on payroll withholding.

### Section 5 - Effect Of Leave Without Pay and Layoff

Employees on a continued, unpaid non-OFLA leave status must make their own arrangements with the County to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers. Laid off employees are eligible to continue benefits at their own expense in accordance with law and with the insurer's eligibility rules. Employees returning from authorized leave, or who are recalled to work from layoff status, if otherwise eligible, shall be eligible for Section 1 benefits on the first full month of reemployment.

### Section 6 - Cost Containment Program:

The parties agree that containment of the cost of the health insurance coverages provided under the term of this Article is of critical importance. The County and FOPPO and the bargaining unit members therefore agree to participate in any available cost containment program, including, but not limited to:

1. Pre-certification of non-emergency hospital admission, including length of stay, treatment setting and level of care.
2. Review of extension of stay requests when initial assigned days are exhausted.
3. Discharge planning.
4. Second surgical opinion.
5. Skilled nursing facility review.
6. Home health care review.
7. Hospice care review.
8. Mandatory ambulatory surgery.
9. Annual Health Survey Questionnaire.

10. CIS Healthy Benefits.

Any changes or additions to the foregoing shall be subject to the mutual agreement of the parties.

Section 7 - Post Employment Health Program:

The County and FOPPO agree to bargain FOPPO members' participation, at the employees' own expense, in the Post Employment Health Program. Such participation can only occur in an open enrollment period.

Section 8 – Opt-Out and Waiver:

A bargaining unit member may opt out of the medical and vision coverage only (not dental and orthodontia)

ARTICLE 13  
COMPENSATION

Section 1 - Pay Plan:

Compensation shall be paid in accordance with the Salary Schedule set forth on attached Exhibit A.

Effective July 1, 2024, the County will make a market adjustment by increasing all salaries by three percent (3.0%). Simultaneously, the County will provide a cost-of-living adjustment (COLA) of an additional three percent (3.0%).

Effective July 1, 2025, the County will provide a COLA of three percent (3.0%).

Effective July 1, 2026, the County will provide a COLA of three percent (3.0%).

Information concerning any major change in the salary schedule will be made available to all employees within thirty days of said major change.

Section 2 - 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.

Section 3 - Salary Increases:

(1) Salary increases according to the Salary Schedule in Exhibit A 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:

- (a) Employees who have served satisfactorily for 12 continuous months (as stated in their annual performance evaluation), shall automatically be eligible for advancement to the next step of the salary range until attaining step 11. In the event that an employee does not receive a yearly evaluation, the employee's service shall be considered "satisfactory" for the purpose of this Section. 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.
- (b) An employee shall be advanced to the next salary step beginning with the start of the next full pay period following successful completion of their work improvement plan. In this event, the employee's next annual evaluation shall continue to be at or before the anniversary of their date of hire into their current position.
- (c) As used in this Agreement, the term "continuous month" means any full calendar month of employment during which an employee is in paid status (as work or paid leave) for 16 or more working days.

Section 4 - Promotion:

An employee who is promoted is eligible on the date of such promotion to go to the step closest to, but not less than, the employee's current rate of pay, or as determined by a pay equity analysis. In the event of promotion, the employee's anniversary date will change to the date the promotion becomes effective.

Section 5 - Demotion:

The salary of an employee who is demoted to a position in a classification with a lower salary range shall be reduced in accordance with a pay equity analysis.

Section 6 - Transfer:

When an employee is transferred by the County to another position in a classification with the same salary range, the rate of pay shall be determined by a pay equity analysis. Such employee shall retain the established eligibility date for salary increases.

When such transfer is initiated by the employee, the employee's salary may be adjusted to a lower step of the salary range of the new classification subject to a pay equity analysis.

Section 7 - Salary Range Adjustment:

The Board may make, in addition to general salary changes negotiated between the Board and FOPPO, adjustments in a salary range or ranges as it determines necessary to attract and hold competent personnel, to provide pay equity between the various classifications and to reflect changes in work assignments. It is agreed, however, that classification changes or reclassification will not be made for disciplinary purposes.

Section 8 - Temporary Work Out Of Classification:

An employee who is temporarily assigned to a classification with a higher pay range for a period of 10 consecutive working days or more shall receive compensation at the step of the highest range closest to, but more than, the employee's current salary or a one-step increase in their regular classification, whichever is greater.

The additional pay will continue for the duration of the temporary assignment. No additional assignment shall exceed 1,040 hours in a fiscal year.

Section 9 - Expense Reimbursement:

All travel and lodging expenses incurred by an employee will be reimbursed by the County in accordance with the Lincoln County Personnel Rules Per Diem policy, which mirrors the Internal Revenue Service per diem rules and rates. Any changes in the policy made by the County must be agreed to by FOPPO, unless they are changes mandated by the Internal Revenue Service.

Section 10 - Incentives:

Effective July 1, 2024, Parole and Probation officers who obtained an intermediate Parole and Probation Officer Certification from DPSST will receive an additional \$225 of pay per month (or \$103.85 per 14-day pay period).

Effective July 1, 2024, Parole and Probation officers who obtained an advanced Parole and Probation Officer Certification from DPSST will receive an additional \$225 of pay per month, for a total increase of \$450 of pay per month (or \$207.70 per 14-day pay period).

Parole and Probation Officers who have obtained a Field Training Officer (FTO) Certificate from DPSST will receive a two and one-half percent (2.5%) increase in their regular monthly rate of pay, but only for the times when assigned and working at the request of the Department as an FTO.

Payment of the above incentives shall begin with the first month following submission of copy of the certificate to the Department Director.

ARTICLE 14  
OVERTIME

Section 1 - Overtime:

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 excess of 40 hours in any one week. However, an overtime eligible employee also accumulates overtime in the following situations, but not twice for the same hours:

(a) All assigned work in excess of the employee's scheduled work day when the employee performs work in excess of two hours of the employee's scheduled work day, unless the employee and the supervisory authority have mutually agreed to a flexible work schedule for that day. At the request of the employee and with the approval of the supervisor, the employee may work a flexible schedule during the work week rather than using accrued leave time, provided that such "flexed" work hours would not create an overtime liability for the County.

(b) All work performed on a holiday identified in Article 7 which falls within the employee's regular work schedule. The employee will also receive the employee's normal holiday pay.

(2) Overtime accumulated pursuant to this section shall, at the discretion of the County, 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, shall not be included as work performed for purposes of overtime calculation. However, holidays identified in Article 7 and sick leave shall be included as work performed for purposes of overtime calculation.

(4) Employees shall accumulate no more than 80 hours of compensatory time for overtime worked. The 80 hour maximum is the total allowed after computation at time and one-half. Employees in Departments which operate 24 hours per day, seven days a week, may accumulate up to 120 hours of compensatory time for overtime worked. The 120 hour maximum is the total allowed after computation at time and one-half.

(5) As used in this section, "overtime eligible employee" includes all employees, except "overtime exempt employees" as defined in Section 2 of this Article.

(6) The County agrees that it will not change an employee's regularly scheduled work hours for the sole purpose of avoiding overtime liability. The provisions of this subsection do not abrogate management rights to schedule work. The bargaining note/clarification from prior CBAs is added to this section: "This will verify our understanding that the county has implemented a policy so the employee's work hours and /or work location will not be temporarily changed so as to avoid overtime and/or mileage reimbursement."

Section 2 - Overtime Exempt Employees:

(1) In accordance with ORS 653.269, the provisions of ORS 653.268 are expressly waived as to overtime exempt employees.

(2) Overtime exempt employees may be granted time off, at the discretion of the supervisory authority, for work in excess of the employee's regular work schedule. Decisions concerning the amount and scheduling of time off shall be made by the supervisory authority. Such time may not be accumulated and cannot be used to accrue additional benefits. Such time will not constitute a liability to the County.

(3) Overtime exempt employees are subject to the "Special Rule for FLSA Exempt Salaried Employees" adopted by the Lincoln County Board of Commissioners and incorporated into the Lincoln County Personnel Rules, which rule is hereby incorporated into and made a part of this section by reference.

(4) As used in this section, "overtime exempt employee" means an employee who is exempt from the provisions of overtime compensation pursuant to the Fair Labor Standards Act (FLSA). Those employees are identified as overtime exempt in the Lincoln County "Pay Range and Position Assignment for LCEA and Non-Represented Employees."

### 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 \$1.60 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 their regular 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 regular hourly rate for all work and required travel time (if any).

### Section 4 – Additional Work and Call Back:

Employees may be provided a pager or cell phone by the County. If not on assigned on-call duty, employees shall answer phone calls for authorized work related activities if available. Work conducted from home will be paid for in 15 minute increments or actual time conducting work, whichever is greater. Multiple phone calls within a 15 minute period shall be considered part of the 15 minute minimum. For phone calls between the hours of midnight (12:00 am) and 5:00 am, work conducted from home will be paid in 30 minute increments or actual time conducting work, whichever is greater. Multiple phone calls within a 30 minute period shall be considered part of the 30 minute minimum. Overtime, if required under this Article, shall apply, for this work at home. Nothing in this section precludes the right of management to exercise on-call or management call options

An overtime eligible employee called back to the workplace or into the field by their supervisor or appointing authority to perform unscheduled work or to attend unscheduled meetings shall be paid at a minimum of 2 hours at the applicable rate of pay. For the purpose of this Section, there must have been a break of at least one hour between the completion of on-duty time and the time of call back.

ARTICLE 15  
TRIAL SERVICE PERIOD

Section 1 - Duration of Trial Service Period:

Every new employee hired on or after July 1, 2024 shall serve a trial service period of 18 months unless extended under Section 4 of this Article.

Section 2 - Transfers During Trial Service Period:

An employee who is transferred to another position prior to the completion of the trial service period shall complete the trial service period in the latter position by adding thereto service not to exceed 5 months in the former position. If the transfer is to a different department, then a trial service period of not less than six months is required in the new department. The department head may waive any or all of the transfer trial service.

Section 3 - Removal During Trial Service Period:

At any time during a trial service period, an employee may be removed without cause by the department head. Removal for any reason during a trial service period shall not be grounds for redress under Article 18, Grievance Procedure.

Section 4 - Extension of Trial Service Period:

If, in the opinion of a department head, an employee should be granted additional time to demonstrate ability to meet required performance level, the department head may extend the trial service period for such employee for an additional 3 months.

Section 5 – Job Openings

The County policy is to utilize the training and skills of existing employees when job openings occur that would provide promotional opportunities for current employees. In that regard, the County will offer current employees the opportunity to apply for open and available positions as they become available.

Qualifications for an open position will be determined by the County.

ARTICLE 16  
LAYOFF, RESIGNATION

Section 1 - Layoff:

A department head may lay off employees. Duties performed by laid-off employees may be reassigned to other employees who hold positions in appropriate classes.

Section 2 - Seniority:

For the purpose of this Article, "seniority" is defined as total length of continuous service with the department in which the employee is employed. Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, Family Medical Leave/Oregon Family Leave, vacation or sick leave. Time spent on other types of authorized 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 are laid off, shall be entitled to credit from service prior to the leave or layoff.

Section 3 - Order of Layoff:

The order of layoff shall be in the inverse order of seniority in the classification in which a position or positions in the employees' department are being abolished, providing however that the employee or employees being retained are fully competent by reason of knowledge, skill and ability to perform the required duties and possess all required licenses or certificates as determined by the County.

An employee may bump into a position in a lower classification within the same department as long as the bumping employee has greater seniority than the bumped employee and is qualified to perform the duties of the lower position as determined by the department head.

Section 4 - Recall from Layoff:

Employees on layoff status shall be eligible for recall for a period of 12 months from the date of layoff. Such recall shall be in inverse order of the layoff, within the job classification and department from which the layoff occurred. It shall be the laid-off employee's responsibility to maintain a current address and telephone number at which the employee may be contacted.

Layoff Status employees will be given the first opportunity to fill open positions in the County for which they qualify. Any laid off employee who is offered a position with the County shall notify the County of acceptance to the offer within 2 days of receipt thereof and be available to report to work within 15 days or shall forfeit all rights to recall. Upon recall, an employee shall have all previously accrued sick leave and seniority reinstated but shall not receive credit for the period of the layoff.

Section 5 - Resignation:

In order to resign in good standing, an employee shall give the department head or designee at least 14 calendar days' written notice. The department head may, upon written request, waive all or part of the 14 day requirement if the resignation is for reasons beyond the control of the employee. A resignation may be withdrawn by the employee only at the discretion of the department head.

ARTICLE 17  
CONDUCT: DISCIPLINE AND DISCHARGE

Section 1 - Employment Conduct Generally:

The expected standard of conduct for employees shall be in the public interest as opposed to individual interests. Therefore, in order to render the best possible service to the general public and to reflect credit on the County, high standards of conduct are deemed essential. The tenure of every employee shall be conditional on proper conduct and satisfactory performance of duties.

Section 2 - Discipline:

Disciplinary action in dealing with employee misconduct shall be taken by the County as it deems appropriate. The principles of progressive discipline shall apply when considered appropriate by the County. Disciplinary action may be taken for any of the causes set forth in this Agreement.

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Section 3 - Cause for Disciplinary Action:

Any action which is a hindrance to the effective performance of County functions shall be considered just cause for disciplinary action. Improper conduct by an employee in an official capacity tending to bring the County into discredit, or which affects the employee's work performance, or any improper use of the employee's position for personal advantage shall also be adjudged just cause. Just cause includes, but is not limited to the following:

- (a) Conviction of a felony;
- (b) Conviction of a misdemeanor which reflects on the ability of the employee's performance of assigned duties;
- (c) The use of alcoholic beverages or narcotics which affects the performance of the employee;
- (d) Partaking of intoxicating beverages or narcotics or being under the influence of alcohol or drugs while on duty;
- (e) Insubordination;
- (f) Incompetence;
- (g) Inattention to duty, tardiness, carelessness, or damage to or negligence in the care and handling of County property;
- (h) Improper or unauthorized use of County supplies, vehicles or equipment;
- (i) Claim of sick leave under false pretenses, or misuse of sick leave;
- (j) Absence from duty without authorized leave;
- (k) Misconduct in the performance of duties, including behavior that is offensive, abusive, intimidating, malicious or insulting, including the abuse of one's authority that is intended to embarrass or humiliate the employee in front of the public or their peers;
- (l) Violation of County safety policy or departmental safety rules;
- (m) Willful giving of false information or withholding information with intent to deceive when making application for employment;
- (n) Willful violation of any provisions of laws or rules adopted by the Board, or any provisions of departmental rules.

Section 4 - Kinds of Disciplinary Action:

Disciplinary action may include any of the following: Oral and/or written reprimand, suspension without pay, reduction in pay or classification, demotion or discharge. Should an employee be suspended with pay pending an investigation, they shall be given a statement of the reasons for the investigation and will be informed as to the status of the investigation upon request by the employee. Employees exonerated by such investigation shall

have their record purged of documentation of such investigation unless they specifically agree to retain such information in their personnel file. Documentation of oral warnings shall not be entered into the personnel file. However, if disciplinary action is instituted against the employee and the employee or FOPPO grieves such action, the parties may use the documentation of the oral warnings in the grievance proceedings.

Section 5 - Grieving Disciplinary Action:

FOPPO may enter a grievance concerning a disciplinary pay reduction, suspension and/or discharge of an employee who has completed the required trial service period as prescribed in Article 15 of this Agreement, at Step 2 of the Grievance Procedure. The employee may request and shall be granted the right to have a union representative present during any or all discussions between the County and the employee regarding a suspension or discharge unless immediate imposition of discipline is considered necessary by the County.

Section 6 - Notice:

Notice of suspension, reduction, demotion or discharge shall be in writing, and a copy of such notice shall be forwarded to an officer of FOPPO by the end of the next working day. Such notification shall state the reason(s) for which the employee is being disciplined.

ARTICLE 18  
GRIEVANCE PROCEDURE

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 as set forth below:

Step 1

The employee, with FOPPO representation, shall, within 14 calendar days of the date of the occurrence or knowledge of an occurrence of an alleged violation of terms of this Agreement, submit the grievance in writing to the employee's immediate supervisor with authority to resolve the violation.

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 provision of the Agreement alleged to have been violated.
- d) The remedy sought.
- e) The signature of either the grievant or the grievant's FOPPO representative.

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

Step 2

If the grievance still remains unsettled, the employee, with FOPPO representation, may within 14 calendar days after the written reply of the supervisor is due, submit the grievance in writing to the department head, unless the department head was the initial supervisor to receive the grievance, at which time the grievance will proceed to Step 3 or Step 4 of this Article. The department head shall, upon receipt of the grievance, arrange a meeting with the grievant and FOPPO representative, within 14 calendar days. The department head, after this meeting, shall respond in writing to the employee and FOPPO within 14 calendar days.

Step 3

If the grievance still remains unresolved, FOPPO may, within 14 calendar days of the department head response, submit a notice of intent to go forward with the matter to binding arbitration, except as provided by Step 4 below.

Step 4

If the grievance involves a matter under the jurisdiction of the Board of Commissioners as provided by ORS, the matter shall be submitted to the Board within 14 calendar days of the response from the department head. The Board shall respond in writing to FOPPO's representative within 14 calendar days. If the grievance still remains unresolved, FOPPO may, within 14 calendar days, submit the matter to binding arbitration.

### Section 1 - Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the County and FOPPO within 5 calendar days after notice of intent to proceed to arbitration has been given. If the parties fail to select an arbitrator within the initial 5 day period, the State Employment Relations Board shall be requested by either or both parties to provide a list of 7 arbitrators. Such request shall be submitted to the Employment Relations Board within 15 calendar days of the date of submission or of the initial notice of intent to proceed to arbitration.

Both the County and FOPPO shall have the right to strike 3 names from the list. The parties shall determine who will strike the first name by a toss of a coin. The winner of the coin toss shall decide who strikes the first name. The parties will alternately strike names until one name remains, and that person will be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after selection.

### Section 2 - Arbitrator's Time Limit:

The parties shall ask the arbitrator to render a decision no later than 30 calendar days after the filing of closing briefs, or if none, no later than 30 days from the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement, determining if a violation has occurred, and resolving the grievance within the terms of this Agreement.

### Section 3 - Effect of Arbitrator's Decision:

The decision of the arbitrator shall be binding on both parties. The costs of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

ARTICLE 19  
PERSONNEL FILES

Section 1 - Personnel Files:

- a) A personnel file will be maintained by the Human Resources Director in the Human Resources Department for each employee of Lincoln County. This personnel file, and the information contained therein, is an official employment record of each individual employee.
- b) Department heads who choose to maintain files for the convenience of their department may merge such files with the official personnel files maintained in the Human Resources Department. Materials maintained in such files must comply with Section 2 (a) below in order to be merged into the official file. In all cases, such shall be done within 30 days after the termination or discharge of an employee.
- c) Information in the personnel files will be treated as confidential. Information which cannot be treated as confidential under the law includes: name, job title, salary, and dates of employment with the County. Other information in the files may be subject to public disclosure by an order of the court or tribunal of competent jurisdiction.
- d) Employees may review their files, including convenience files described in paragraph (b) of this section, during regular office hours at mutually-convenient times. At the request of the employee, copies of materials included in such files will be furnished, the cost of which shall be borne by the employee at the current rate established by the County. By signed authorization, an employee may extend the right to review to the employee's official representative. A supervisor will have access to the files of subordinate employees or employees of other departments who are being considered for transfer. The Human Resources Director or designee will have access to all personnel files for the purpose of carrying out necessary personnel duties. The Board of Commissioners, the County Administrator and Legal Counsel shall have access to the personnel files.

Section 2 - Entry Of Materials Into Files:

- a) The Human Resources Director shall routinely place or have placed all official documents relating to an individual's employment history with the County in the employee's personnel file. No materials that reflect critically upon an employee shall be placed in an employee's personnel file without the employee's knowledge.
- b) Department heads may submit materials to be included in an employee's personnel file to the Human Resources Director for review. The Human Resources Director must approve all non-routine materials submitted for inclusion in an individual's file. The employee may sign all submittals as proof that the employee has seen the material. A refusal to sign will be noted.
- c) An employee may submit a written rebuttal to any materials entered into the employee's file. Such a rebuttal, once filed, shall be attached to the relevant material and remain part of the personnel file.

Section 3 - Removal Of Materials:

- a) Normally, once material has been entered into an employee's personnel file, it shall remain with the contents of the file permanently.
- b) 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 FOPPO grieves such action, the parties may use those removed items in the grievance proceedings.

ARTICLE 20  
GENERAL PROVISIONS

Section 1 - FOPPO Activities:

FOPPO activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public.

Section 2 - FOPPO Stewards:

FOPPO may designate certain individuals as FOPPO Stewards. Notice will be given in a timely fashion to the Human Resources Director of designated FOPPO Stewards.

Section 3 - Bulletin Boards and E-Mail Communications:

The County agrees to authorize the use of bulletin board space in convenient places to be used by FOPPO in communicating with employees. FOPPO shall limit its posting of notices and bulletins to such bulletin board. Such notices shall be signed by the person posting the notice and be clearly labeled and indicate the last date of applicability and may include information about time and place of meetings, FOPPO social and charitable activities and official FOPPO publications. Posting on the bulletin board shall not include material incompatible with positive County-FOPPO relations.

The County and FOPPO may utilize the County e-mail system to communicate concerning official matters connected with this agreement. FOPPO may also contact its membership to make official announcements (such as meeting dates and times and other notices). FOPPO shall not use the e-mail system for any confidential communications. All other use of County equipment and services shall be in conformance with the Lincoln County Personnel Rules.

Section 4 - Meetings:

Meetings between the County and FOPPO may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing FOPPO, exclusive of any aggrieved employee, shall be limited to two without loss of pay.

Section 5 - Contract Negotiations:

The FOPPO negotiating team may include two members who shall be permitted to attend negotiating meetings on County time to the extent such meetings are scheduled during duty hours.

Section 6 - Application Of Agreement:

The terms of this Agreement have application only to employees of the County as of the date of execution of this Agreement, or successor Agreement, and there is nothing in the Agreement that shall have any retroactive effect as to any former employee of the County for any reason whatsoever.

Section 7 - FOPPO Representatives:

Designated FOPPO representatives appointed by FOPPO not to exceed two (2) in number shall be granted reasonable time off with pay to file and subsequently process grievances and disputes insofar as such activities do not interfere with normal operations of the department.

### Section 8 - Union Representation:

Employees covered by this Agreement are at all times entitled to act through a FOPPO representative in taking any action or following any procedure under this Agreement.

### Section 9 - County Facilities:

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

### Section 10 - Education, Training And Career Goals:

The County recognizes the concept that well trained, educated employees, who are motivated toward excellence in job performance by opportunities to advance in County employment, are a valuable resource to the citizens of Lincoln County who utilize their services.

In support of this concept, the County and FOPPO mutually agree to join in an ongoing study committee (3 members appointed by each side) to examine what methods might best accomplish the following objectives:

1. Providing additional education and training to employees to improve current skills.
2. Establishing promotional and transfer opportunities for advancement within County employment.
3. Achieving these goals through cooperative action between the employer and employee.
4. Other items of mutual interest to both parties.

### Section 11 - Outside Employment:

The County agrees that County employees have the right to engage in any activities, paid or unpaid, outside of County work hours, provided that such activities do not involve personal advantage gained from the employee's position and do not otherwise conflict or interfere with an employee's County position.

An employee proposing to accept outside employment related to or in the area of interest of their County position shall notify their supervisor of such employment. If the supervisor believes that the proposed outside employment may present a conflict with the employee's County duties, the supervisor shall provide the employee with written notice to that effect. Such notice shall set forth the reasons the supervisor believes the proposed activity to be in conflict with the employee's duties. If the employee is disciplined for engaging in employment that violates the above standard, they shall not be charged with failure to provide notice.

If an employee disagrees with a notice issued by the employee's supervisor pursuant to the above paragraph of this section, the employee may submit the matter to mediation pursuant to this paragraph:

1. The employee, with FOPPO representation, may within 5 calendar days of the issuance of the supervisor's notice, submit a letter to the Board requesting mediation. The letter shall designate a mediator selected by FOPPO who is a County employee, but is not an employee in the affected department.
2. Within 5 calendar days of receipt of the letter, the Board shall send a letter to FOPPO designating a second mediator who is a County employee, but is not an employee in the affected department.
3. Within 5 calendar days of issuance of the letter by the Board, the two selected mediators shall meet and select a third mediator who is a County employee, but not an employee in the affected department. The mediators shall set a date, time and place for a mediation hearing during which the supervisor and the employee may present testimony and argument to the mediators in support of their respective positions. Such meeting will be set within 10 calendar days.
4. Within 5 calendar days of the mediation hearing, the mediators shall issue a recommendation, a copy of which shall be forwarded to the employee, the supervisor, the Board and FOPPO.
5. Within 5 days of issuance of the recommendation, the supervisor shall issue a notice indicating whether the supervisor accepts or rejects the recommendation.

6. No grievance shall be submitted from any notice issued by a supervisor under this section unless the matter has first been submitted to mediation in accordance with the provisions of this section. The supervisor's notice will be considered "date of occurrence" for grievance purposes.

#### Section 12 – Performance Improvement Plans

1. Performance Improvement Plans (PIPs) will not be considered a disciplinary action taken by the County.
2. An employee is not entitled to FOPPO representation at a meeting held to discuss a PIP.
3. Copies of PIPs will be forwarded to the FOPPO President.
4. PIPs will not be maintained in official personnel files.
5. A PIP may be maintained in a convenience file for one (1) year. After one (1) year, a PIP maintained in a convenience file will be withdrawn from the file and may only be referred to in order to refute a contention made by FOPPO that the employee has an exemplary service record, provided that the contention is made by FOPPO in a grievance or arbitration proceeding.

ARTICLE 21  
STRIKES

The parties recognize that the members of the bargaining unit are strike-prohibited under ORS 243.736, and therefore are legally prohibited from striking.

ARTICLE 22  
SAVINGS CLAUSE

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

ARTICLE 23  
WORKERS' COMPENSATION

Section 1 - Coverage:

Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

Section 2 - Day of Injury:

In the event an employee incurs an injury or illness during their work hours, they shall report same to their supervisor in conformity with the Lincoln County Personnel Rules. The day of injury shall be considered a work day, and the employee will receive the normal salary for that day.

Section 3 - Integration with Sick Leave:

When an employee is absent from work due to an injury or illness that is the cause for an accepted workers' compensation claim, the County's obligation to pay paid leave benefits to the employee is limited to the difference between the amount of the time-loss benefit regularly paid to the employee under their claim and the employee's regular net pay after all mandatory and voluntary withholdings and excluding overtime. In such instances, employees may choose to have prorated charges made first against their accruals of compensatory time, then against their accruals of sick leave, vacation leave and holiday leave, in an order determined by the employee.

ARTICLE 24  
JOB SHARING

Section 1:

Any employee who wishes to work in a job share position may make such a request to the department head. The department head may approve or deny the request based upon operating requirements of the department. No current employee shall be forced to participate in a job sharing position if participation results in a loss of salary or benefits. If approved, and one-half of the job sharing team decides to no longer job share, he/she must wait for a full-time position to become vacant if his/her previous position has been filled. If one of the participants resigns, the remaining one-half returns to full time.

Section 2:

Job share employees shall each work fifty percent (50%) of the regular full-time position. Each employee shall be eligible to receive one-half of the benefits enjoyed by a full-time regular employee.

ARTICLE 25  
COMPLETE AGREEMENT

Upon execution, this document constitutes the sole and complete Agreement between FOPPO and the County and embodies all the negotiated terms and conditions governing the employment of employees in the bargaining 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 written or unwritten commitment or agreement between the parties and any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

Except as specifically limited by the terms of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the County. All rights guaranteed to the employees represented by FOPPO under ORS 243.650 - 243.806 to negotiate employment relations are retained by the bargaining unit employees. County shall have the unqualified right to modify any other non-mandatory employment conditions not covered by the terms of this agreement and to do so without bargaining either the decision to do so or its impact on the bargaining unit. Nothing herein, however, shall preclude the County and FOPPO from mutually agreeing to establish a labor/management committee to meet during the term of this agreement to discuss procedures for avoiding grievances or other problems and for generally improving relations between the parties.

ARTICLE 26  
LIFE OF AGREEMENT AND TERMINATION

Section 1 - Life Of Agreement:

This Agreement between the parties shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2027. The initial salary schedule is found in Exhibit A.

Section 2 - Renewal Or Modification:

If either party wishes to renew or modify this agreement as of July 1, 2027, notification of such renewal or modification must be submitted in writing to the other party by February 1, 2027.

Section 3 - Effect During Negotiations:

This Agreement shall remain in full force and effect during the period of such negotiations until a new Agreement between the parties is reached or PECBA dispute resolution procedures have been satisfied.

Section 4 - Termination:

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 2nd day of October, 2024.

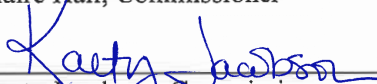
FOR FOPPO

  
\_\_\_\_\_  
Joseph Kirchem

FOR THE COUNTY

  
\_\_\_\_\_  
Casey Miller, Chair

  
\_\_\_\_\_  
Claire Hall, Commissioner

  
\_\_\_\_\_  
Kaety Jacobson, Commissioner

**Exhibit A**

# Salary Schedule

## Lincoln County Pay Plan

### FOPPO Represented Employees - FLSA OT Eligible

Effective: July 1, 2024

Employees will receive an additional 1% over base pay after 10 years of service and an additional 2.5% 20 years of service

FTO assignment receives additional 2.5%

Range	Level		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Pay Grade
Basic	15	Base	29.76	30.65	31.57	32.52	33.50	34.51	35.55	36.62	37.72	38.85	40.02	F01
Basic	15	U10	30.06	30.96	31.89	32.85	33.84	34.86	35.91	36.99	38.10	39.24	40.42	F02
Basic	15	U120	30.50	31.42	32.36	33.33	34.34	35.37	36.44	37.54	38.66	39.82	41.02	F03
Basic + FTO	15	Base	30.50	31.42	32.36	33.33	34.34	35.37	36.44	37.54	38.66	39.82	41.02	F10
Basic + FTO	15	U10	30.81	31.73	32.68	33.66	34.68	35.72	36.80	37.92	39.05	40.22	41.43	F11
Basic + FTO	15	U120	31.26	32.21	33.17	34.16	35.20	36.25	37.35	38.48	39.63	40.82	42.05	F12

## Exhibit B

## Allowable Uses of Sick Leave

Reference to “family members” means the employee’s:

- Spouse/domestic partner.
- Parent, or their spouse/domestic partner.
- Grandparent or their spouse/domestic partner.
- Grandchild or their spouse/domestic partner.
- Child, or their spouse/domestic partner.
- Sibling or stepsibling or their spouse/domestic partner.
- One related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Employees may use accrued sick leave:

- For an employee’s mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. Or for care of the same of a family member.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability. (Must be completed within 12 months after birth or placement of the child).
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee’s position.
- To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care or who requires home care due to the closure of the child’s school or childcare provider as a result of a public health emergency.
- To deal with the death of a family member by attending their funeral or alternative to a funeral, making arrangements necessitated by the death of a family member, or grieving the death of a family member. (Up to a maximum of 14 days. Must be used within 60 days of the date on which the employee receives notice of the death of a family member).
- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee’s minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault, bias or stalking.
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to, harassment or stalking of or the commission of a bias crime against the eligible employee or the employee’s minor child or dependent.
- against the eligible employee or the employee’s minor child or dependent.
- To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, bias or stalking.
- To obtain services from a victim services provider for the eligible employee or the employee’s minor child or dependent.
- To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee’s minor child or dependent.
- To donate accrued sick time to another employee to use for a purpose stated herein if the employer has a policy allowing such donations.

- In the event of a public health emergency, including:
  - Closure by a public official of the employee's place of business, school or place of care of the employee's child.
  - A determination by a public health authority or health care provider that the presence of the employee or a family member in the community would jeopardize the health of others such that the employee must provide self-care or care for the family member.

The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.