

Approved by Lincoln County Board of Commissioners Order #11-24-502

COLLECTIVE BARGAINING AGREEMENT



BETWEEN



LINCOLN COUNTY

AND THE

LINCOLN COUNTY EMPLOYEES ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2024 THROUGH JUNE 30, 2027

TABLE OF CONTENTS

PREAMBLE	ii
ARTICLE 1: <u>Association Recognition</u>	1
ARTICLE 2: <u>Non-Discrimination</u>	2
ARTICLE 3: <u>Management Rights</u>	3
ARTICLE 4: <u>Dues Checkoff</u>	4
ARTICLE 5: <u>Hours of Work</u>	5
ARTICLE 6: <u>Rest and Lunch Periods</u>	6
ARTICLE 7: <u>Holidays</u>	7
ARTICLE 8: <u>Leave Authorization</u>	9
ARTICLE 9: <u>Vacation Leave</u>	10
ARTICLE 10: <u>Paid Sick Leave</u>	13
ARTICLE 11: <u>Other Leaves</u>	16
ARTICLE 12: <u>Health and Welfare</u>	18
ARTICLE 13: <u>Compensation</u>	21
ARTICLE 14: <u>Overtime</u>	25
ARTICLE 15: <u>Trial Service Period</u>	27
ARTICLE 16: <u>Layoff, Resignation</u>	28
ARTICLE 17: <u>Conduct: Discipline and Discharge</u>	30
ARTICLE 18: <u>Grievance Procedure</u>	33
ARTICLE 19: <u>Personnel Files</u>	35
ARTICLE 20: <u>General Provisions</u>	37
ARTICLE 21: <u>Strikes and Lockouts</u>	40
ARTICLE 22: <u>Savings Clause</u>	41
ARTICLE 23: <u>Workers' Compensation</u>	42
ARTICLE 24: <u>Job Sharing</u>	43
ARTICLE 25: Complete Agreement	44
ARTICLE 26: <u>Life of Agreement and Termination</u>	45
EXHIBIT A: <u>Salary Schedule</u>	46
EXHIBIT B: <u>Purposes for Sick Leave</u>	50
EXHIBIT C: <u>Lincoln County Employees Association Enrollment Form</u>	52

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is entered into by Lincoln County, Oregon, hereinafter referred to as the “County,” and the Lincoln County Employees Association, hereinafter referred to as the “Association.” 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 the Association. 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
ASSOCIATION RECOGNITION

The County recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining and contract administration, for all regular employees in the bargaining unit with the exception of supervisory and confidential employees or departments or offices who are represented by other labor organizations. The term “employee” means any person employed 20 or more hours per workweek in a permanent position but does not include persons holding temporary appointments of six months or less duration or persons who have not completed 30 calendar days of employment.

Positions included within the bargaining unit are in the classifications set forth in exhibit A.

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, marital status, race, color, creed, religion, national origin, association or political affiliation, disability, or veteran status. For conduct that is not covered by the definition of “discrimination” under local, state, or federal law, the County agrees to receive, investigate and take appropriate corrective steps where the County agrees that the conduct is unacceptable. Conduct that would fall under this section includes behavior that is offensive, abusive, intimidating, malicious or insulting, including the abuse of one’s authority in unfair sanctions that are intended to embarrass or humiliate the employee in front of the public or their peers. It is further understood that if an employee is found to have engaged in this kind of conduct they could be subject to disciplinary action up to, and including termination.

ARTICLE 3
MANAGEMENT RIGHTS

The Association 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 or office; 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 the Association 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 or office wide in one or several departments or offices.
- 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 the Association 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 – Statutory Compliance:

In the process of deducting and forwarding Association dues and other assessments the County and Association shall comply with ORS 243.806.

Section 2 – Association Enrollment Forms and Effective Date:

The Association shall collect signed Association enrollment forms from employees and deliver a true copy of each to the Human Resources Department. Upon a 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 Association, through one of its officers, in writing, to be removed from the Association, the County, after receipt of notice from the Association, shall cease deduction of dues starting with the next paycheck.

Section 3 – Dues Deduction Process:

No later than the fifth calendar day of each 14-day pay period, the Association shall provide the County a list identifying the employees who have authorized the County to deduct and forward membership dues or other assessments to the Association. The County shall rely on the list. The County shall deduct from the earnings of each Association member on the list, each pay period, the regular member dues. The aggregate amount deducted, together with an itemized statement of the employees' names and amounts withheld, shall be transmitted twice monthly to the Association. The County will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4 - Hold Harmless:

The Association agrees that it will indemnify, defend and save the County harmless from all suits, actions, proceedings, and claims against the County, or persons acting on behalf of the County, whether for damages, compensations, reinstatement or a combination hereof arising out of the County's actions in conformity with this Article.

Section 5- New Employee Orientation:

When a newly hired or appointed employee within the Association bargaining unit is provided orientation by the County, an Association representative will be allowed up to 30 minutes to welcome the employee to the County and to review membership in the Association. The Association representative shall be allowed, among other things, to discuss Association representation and to discuss and present the Association Enrollment Form, attached as Exhibit C.

ARTICLE 5
HOURS OF WORK

Section 1 - Workweek:

The standard workweek for full-time employment shall consist of either 37.5 or 40 hours of work based on 5 consecutive workdays, according to current practice, Monday through Friday inclusive, excluding continuous operations and other departments or offices 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 either 7.5 or 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 or elected official determines that such conditions exist, the department head or elected official 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. The Association 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 hours per week) shall be considered a lay off 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 or offices 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.

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 the Association if the proposed workweek is not acceptable. The Association 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 or offices 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 or offices 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 the Association and the County for specific departments or offices, 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.

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 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th or 5 th Thursday in November
Day after Thanksgiving	4 th or 5 th 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. Employees who have chosen for their own convenience to work shifts longer than 7.5 hours, but who are not required by the County to do so, shall be allowed only 8 hours (40 hour per week), 7.5 hours (37.5 hour per week) or a prorated amount between 8 hours and 7.5 hours (work weeks between 37.5 and 40 hours). For those employees, the balance of the longer day can be charged against vacation leave or compensatory time if accrued, or made up on another day during the same pay period, as long as there is no overtime liability incurred by the County, unless authorized by the supervisor. 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 or elected official. 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 or elected officials shall give due consideration to retroactive approval of absences which were beyond the control of the employee or where oral approval was given due to short notice or emergency circumstances.

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 or elected official 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 52.13 hours of vacation leave based on 1.0 FT 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 Pay Period - 40 Hour Work Week
After 6 months of continuous service through the 5 th year:	4.01
Maximum Accrual:	192 hours
Beginning the 6 th year of continuous service through the 10 th year:	4.93
Maximum Accrual:	240 hours
Beginning the 11 th year of continuous service through the 15 th year:	5.85
Maximum Accrual:	288 hours
Beginning the 16 th year of continuous service through the 20 th year:	6.78
Maximum Accrual:	336 hours
Beginning the 21 st year of continuous service through xx year:	7.70
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 leave, leave resulting from a job-incurred injury, authorized education leave, or other leave protected by law, shall be included as continuous service.

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 shall accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment.

Section 4 – Scheduling Vacation:

Employees may schedule the use of accrued vacation by requesting same at least fourteen (14) days in advance. Vacation schedules shall be established by department heads, elected officials or their designees to provide vacation leave for employees at regular annual periods, and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the department heads, elected officials or their designees to meet work emergencies or to grant requests of individual employees. In establishing regular schedules, those officials shall give due consideration to the desires of individual employees within limits of staffing requirements of the department. Employees who have completed 6 months of continuous service as provided in Section 1 may request the use of accrued vacation hours.

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.

Section 9 – Vacation Leave Sell-Back:

Effective January 1, 2016, employees who have used at least eight (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 January payroll.

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

ARTICLE 10
PAID SICK LEAVE

Section 1 - Accumulation:

- a. In consideration of the conversion in 2023 from semi-monthly pay periods to bi-weekly pay periods, in January 2025, the County shall issue a one-time credit of three hours to the sick leave accruals of all bargaining unit employees hired on or before December 31, 2024.
- b. Full-time employees shall accumulate paid sick leave at the rate of 3.7 hours for each pay period based on the employee's assigned work week. Sick leave may be accumulated to a total of 1440 hours for employees assigned a 40 hour workweek. Sick leave accumulation and charges shall be made on an hourly basis.
- c. 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 "Allowable uses 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 or elected official for any sick leave absence after three consecutive days.

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 department head, elected official 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 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, in accordance with FMLA/OFLA laws.

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. Leave is prorated based on budget FTE.

For the purpose of this benefit 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 leave, compensatory time and vacation leave, may 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.

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 scheduled reporting time unless the employee's department or office 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. Notification under this section can be made by the employee, the employee's family member, or the employee's representative.

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, 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.
- 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 5 years thereafter with the option of selling up to \$500.00, 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.

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).

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 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 federal or state laws.
- b. Subject to Board approval, department heads or elected officials 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, not to exceed 10 days, shall not be considered a layoff if, at the termination of such conditions, the employee returns to employment. County decisions to interrupt employment, to open or close facilities and the employee options under these circumstances shall be made in accordance with the policies currently in place in the Personnel Rules. A copy of those rules shall be made available to the Association representatives in conjunction with execution of this Agreement.

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 - Association Business Leaves:

A regular employee elected to an Association office or selected by the Association to do work which takes the employee from employment with the County may, upon request of the employee and the Association, 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 or office.

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:

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 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. Newly hired eligible employees hired after January 1st of each year of this Agreement 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 contribute 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) 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 hired after January 1st, of each year of this agreement shall receive pro-rated contributions at date of medical eligibility to the VEBA.

The County will pay the full premium of a \$40,000 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 effective 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 pro-ration 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 paycheck. Selection of the carrier for this plan and the determination of comparability of coverage shall be made by the County. The County provides a defined contribution retirement plan for regular County employees who are scheduled to regularly work twenty (20) hours per week or more. The County contribution to the retirement plan is 11% of each eligible employee's gross salary.

Each employee who retires 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(b) 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 the Association

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, using 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 - Post Employment Health Program:

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

Section 7 - Labor Management Insurance Committee:

The County and Association shall establish a Labor-Management Insurance Committee. The Committee shall consist of two representatives each from the County and Association to serve as members and the County's insurance broker to advise the Committee. During the term of this Agreement, the Committee shall meet to study insurance plan designs and costs to annually recommend to the County Administrator an insurance plan or plans of the best value for their cost. Recommendations are non-binding but shall be made no later than March 31 of each year to allow for consideration during the annual budget process.

The Committee may elect a Chair and a Secretary and shall schedule meetings at will during regular work hours without loss of pay, with the first meeting each year to be scheduled in January. Committee members shall strive to determine its annual recommendation via consensus.

ARTICLE 13
COMPENSATION

Section 1 - Pay Plan:

Compensation shall be paid in accordance with the Salary Schedule set forth on attached Exhibit A, which reflects a 2.0% market adjustment to all bargaining unit wages, plus a 3.0% cost-of-living adjustment (COLA) (total 5.0%) effective July 1, 2024, and a 3.5% COLA on July 1, 2025, and a 3.5% COLA 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.

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:

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:

- a. 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.
- b. 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.

Section 4 - Promotion:

An employee who is promoted to a position on a higher pay range is eligible on the date of such promotion to go to the step on the higher range that is closest to, but at least equal to or higher than, a full step increase (3%) above 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 be one year from the date of the promotion.

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 the Association, 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, unless the employee is moved to the higher classification.

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 Policy for Reimbursement of Travel and other Expenses, which is attached hereto and incorporated by reference. The County will notify the Association in writing of any intention to change the policy, including the substance of the change(s). Under no circumstances shall the County require that the employee share a room with anyone unless agreed to by the employee.

Section 10- Pay Periods:

Pay periods are two calendar weeks with payday every other Friday. In the event that such a pay date falls on a holiday, the actual pay day will be the preceding workday.

Section 11 – After Hours Crisis Coverage For HHS:

- a. 24/7 Mobile Crisis Team; Definitions. "Call-Outs" A call out is an actual event requiring a commute to a location in response to a crisis telephone call, or a single telephone call regarding a crisis lasting not less than 30 minutes.

"Mobile Crisis Team" MCT, is defined as two (2) monthly salaried professional Therapists working alternative schedules to handle unscheduled mental health incidents during a 24-hour period. All regularly scheduled MCTs are considered professional exempt employees not eligible for overtime. MCTs are also not eligible for comp time.

“Extra Crisis Schedule” occurs when MCT employees cover a non-scheduled crisis shift.

“Therapists On-Call” TOC, are therapists that have volunteered to be on an on-call list to provide crisis services with the MCT when there is a need for shift coverage. All TOCs are considered professional exempt employees not eligible for overtime. TOCs are also not eligible for comp time.

- b. Hours. Crisis coverage will consist of two sets of MCTs. Each team’s schedule will consist of four consecutive days working, followed by four consecutive days off.

“Day shift” occurs from the hours of 3 a.m. to 3 p.m. with the day shift MCT member being in the office from 7 a.m. to 3 p.m. and being on-call from 3 a.m. to 7 a.m.

“Night shift” occurs from the hours of 3 p.m. to 3 a.m. with the night shift MCT member being in the office from 3 p.m. to 12 a.m. and being on-call from 12 a.m. to 3 a.m.

- c. Paid Days (Vacations, Sick Leave). Vacation time for MCT member or members is taken on a full shift basis whenever possible. All shift time changes between MCT members must be pre-approved by their immediate supervisor in advance of the change. In the event the MCT member’s immediate supervisor is not available, a Behavioral Health Supervisor, Behavioral Health Program Manager or the Deputy Director of Behavioral Health must then approve changes.

Vacation and Sick Leave are accrued per the collective bargaining agreement.

Vacation time shall be paid out at ten (10) hours/day.

Sick leave shall be paid up to ten (10) hours per day or actual time missed.

- d. Holidays. When a recognized Lincoln County holiday falls in a pay period the regularly scheduled MCT will cover that holiday. Each MCT members will be required to submit a request for the holiday stipend of \$450.
- e. Coverage. There will be two MCT teams that will rotate 4 days on followed by 4 days off. Should the need arise, team members will communicate with each other and the crisis supervisor to cover any shift that needs coverage.

Whenever an MCT is unable to fulfill their shift, the corresponding work shift will be offered by seniority to the other eligible MCT members for the first right of refusal. In that case, the only pay for the shift will be the on-call shift pay up to the \$450 maximum. Flextime will not be granted or paid.

MCT members must have at least one full shift break in between taking another shift. An MCT member is not allowed to work 2 shifts back-to-back. Extra shifts that are approved will be paid at the rate of \$150 for working the shift. The worker will be paid \$100 each for the first, second and third call-out. The call out maximum amount for any one shift is \$450. Flextime will not be granted or paid for working a Mobile Crisis shift.

If an MCT member covers a partial shift, they will get a prorated amount of the on-call shift pay. In no circumstance will the County pay more than the maximum on-call amount for a shift.

Shift trading between MCT members must be approved by Management in advance. Shift trading will not be allowed if additional financial liability will result.

Reasonable effort will be made to fill open shifts with LCEA members prior to the shift going to non-represented employees.

Nothing in this section implies or otherwise indicates that Management's exclusive right to schedule work as needed shall be impaired.

- f. Training. When an MCT member is required to attend a training, they will be paid the following stipends. For trainings last 0-3 hours they will be paid \$150, for trainings lasting greater than 3 hours and up to 5 hours they will be paid \$250, and for trainings lasting greater than 5 hours up to 10 hours they will be paid \$350.
- g. Unexpected (TOC). Both the Union and Management understand that because of the limited staffing levels, there will be occurrences when additional staffing will need to supplement the regular staff in order to avoid unacceptable extended work hours.

The agreements in this Section will be reviewed following 90 days from September 18, 2024 to assess the effectiveness of this schedule. At that time the parties can agree to continue the schedule, as agreed, or the parties can agree to change it.

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, overtime eligible employees also accumulate 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 or offices 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. (Effective with the July 1, 2006 CBA, 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 that 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(5)(b), 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 \$1.75 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 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 - Call Back:

An overtime eligible employee called back to the workplace by his/her supervisor or appointing authority to perform unscheduled work or to attend unscheduled meetings shall be paid 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:

Except for Deputy District Attorneys, every new employee shall serve a trial service period of six months. Deputy District Attorneys shall serve a trial service period of 12 months.

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 or office, then a trial service period of not less than six months is required in the new department or office. The department head or elected official may waive any or all of the transfer trial service.

Section 3 - Departmental Promotion:

An employee who is promoted to a higher level position in the same department or office is not required to serve a new trial service period in the higher classification unless the employee's job duties have been substantially altered via the promotion. In such cases, at the discretion of the department head or elected official, a new trial service period of up to 6 months may be required. An employee who is promoted to a higher level position in a different department or office of the County shall serve the initial six months' trial service period. Employees serving a trial service period under the terms of this Article shall not forfeit any rights they may be entitled to under Article 16. The department head or elected official may waive any or all of the promotion trial service.

Section 4 - Removal During Trial Service Period:

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

Section 5 - Extension of Trial Service Period:

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

Section 6 – Statement of Principal:

The County policy is to utilize the training and skills of existing of 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 or elected official 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 or office, 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 or office 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 or office 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 or elected official.

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 or office 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 elected official or designee at least 14 calendar days’ written notice. The department head or elected official 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 or elected official.

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 for just cause. The principles of progressive discipline shall apply however, exceptions may occur if the conduct in question merits discipline at a higher level when considered appropriate by the County. Disciplinary action may be taken for any of the causes set forth in this section.

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;
- l. Violation of County safety policy or departmental or office 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 or office rules.

Section 4 – Investigatory Interviews:

If required by a supervisor to answer questions, the answers to which may lead to discipline, an employee may have an Association representative present.

Section 5 – Pre-Discipline Hearing:

Before any discipline is decided, the employee has a right to an informal hearing at which they may present defenses or any other information they would like the employer to first consider. In advance of the hearing, and upon written request, the County shall provide the Association and the employee in question with a copy of the documents or other materials on which it bases the discipline that is under consideration.

Not later than five business days following a pre-disciplinary hearing, the County shall notify the employee and the Association in writing of its findings and of its decided discipline, if any.

Section 6 - 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 an oral reprimand shall be entered into the personnel file. The parties may use the documentation of the oral reprimand in the grievance proceedings.

Section 7 - Grieving Disciplinary Action:

The Association may enter a grievance concerning a written reprimand, 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 an Association representative present during any or all discussions between the County and the employee regarding a disciplinary action.

Section 8 - Notice:

Notice of written reprimand, suspension, reduction, demotion or discharge shall be in writing, and a copy of such notice shall be forwarded to the Association President 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 Association 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 Association representative.

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

Step 2

If the grievance still remains unsettled, the employee, with Association representation, may within 14 calendar days after the written reply of the supervisor is due, submit the grievance in writing to the department head or elected official, unless the department head or elected official 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 or elected official shall, upon receipt of the grievance, arrange a meeting with the grievant and the Association representative, within 14 calendar days. The department head or elected official, after this meeting, shall respond in writing to the employee and the Association within 14 calendar days.

Step 3

If the grievance still remains unresolved, the Association may, within 14 calendar days of the department head or elected official 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 or elected official. The Board shall respond in writing to the Association's representative within 14 calendar days. If the grievance still remains unresolved, the Association 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 Association 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 5 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 the Association shall have the right to strike 2 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 arbitrator shall render a decision no later than 30 calendar days after the conclusion of the final 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 or elected officials who choose to maintain files for the convenience of their department or office may merge such files with the official personnel files maintained in the Human Resources Department. Materials maintained in such files must comply with Section 2a below in order to be merged into the official file.
- 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 or offices 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 or elected officials 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 the Association grieves such action, the parties may use those removed items in the grievance proceedings.

ARTICLE 20
GENERAL PROVISIONS

Section 1 - Association Activities:

Association 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 - Association Stewards:

The Association may designate certain individuals as Association Stewards. Notice will be given in a timely fashion to the Human Resources Director of designated Association 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 the Association in communicating with employees. The Association 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, Association social and charitable activities and official Association publications. Posting on the bulletin board shall not include material incompatible with positive County-Association relations.

The County and the Association may utilize the County e-mail system to communicate concerning official matters connected with this agreement. The Association may also contact its membership to make official announcements (such as meeting dates and times and other notices). The Association 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 Association 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 the Association, exclusive of any aggrieved employee, shall be limited to two without loss of pay.

Section 5 - Contract Negotiations:

The Association negotiating team may include three (3) 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 - Association Representatives:

Designated Association representatives appointed by the Association 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 or office.

Section 8 - Association Representation:

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

Section 9 - County Facilities:

County facilities may be used for Association 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 the Association 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:

- a. Providing additional education and training to employees to improve current skills.
- b. Establishing promotional and transfer opportunities for advancement within County employment.
- c. Achieving these goals through cooperative action between the employer and employee.
- d. 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:

- a. The employee, with Association 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 the Association who is a County employee, but is not an employee in the affected department or office.
- b. Within 5 calendar days of receipt of the letter, the Board shall send a letter to the Association designating a second mediator who is a County employee, but is not an employee in the affected department or office.
- c. 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 or office. 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.
- d. 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 the Association.
- e. Within 5 days of issuance of the recommendation, the supervisor shall issue a notice indicating whether the supervisor accepts or rejects the recommendation.
- f. 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 or Work Plans:

- a. Performance Improvement or Work Plans (PIPs) will not be considered a disciplinary action taken by the County.
- b. An employee is not entitled to LCEA representation at a meeting held to discuss a PIP. The County may allow such representation at its discretion.
- c. Copies of PIPs will be forwarded to the LCEA President.
- d. PIPs will not be maintained in official personnel files.
- e. 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 LCEA that the employee has an exemplary service record, provided that the contention is made by LCEA in a grievance or arbitration proceeding.

ARTICLE 21
STRIKES AND LOCKOUTS

Section 1 – Strike:

The Association and the members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage or slow down, picketing or any other restriction of work during the life of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee engaged in a violation of this Article.

Section 2 - Lockouts:

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

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 against their accruals of sick leave, compensatory time, vacation pay and holiday pay, in that order.

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 or elected official. The department head or elected official may approve or deny the request based upon operating requirements of the department or office. 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

This document constitutes the sole and complete Agreement between the Association 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 the Association under ORS 243.650 - 243.782 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 Association 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.

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 (December 31, 2027 for Health and Welfare Benefits).

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:

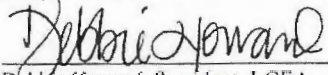
This Agreement shall remain in full force and effect during the period of such negotiations except that if a new Agreement is not concluded by July 1, 2027, the Agreement may be terminated by giving the other party at least 30 days written notice of its intent to terminate the Agreement.

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 23rd day of October 2024.

LINCOLN COUNTY EMPLOYEES
ASSOCIATION




Debbie Howard, President, LCEA



Kevin Keaney, LCEA Counsel

BOARD OF COMMISSIONERS



Casey Miller, Chair



Claire Hall, Commissioner

EXCUSED

Kaety Jacobson, Commissioner

EXHIBIT A

The attached classification grade schedule shall be attached to and made a part of this collective bargaining agreement and this exhibit. Changes, additions or deletions from this schedule shall be done in accordance with this agreement.

NOTE: The rates in the attached schedule are for 40-hour employees.

Lincoln County Pay Plan
LCEA Represented Employees - FLSA OT Eligible
Effective: July 1, 2024

2% is a Market Adjustment, with a 3% COLA For a total of 5% Increase

Annual salary paid based on pay frequency

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

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
1	Base	10.48	10.79	11.11	11.44	11.78	12.13	12.49	12.86	13.25	13.65	14.06	L01
1	LI10	10.58	10.90	11.22	11.55	11.90	12.25	12.61	12.99	13.38	13.79	14.20	not used
1	LI20	10.74	11.06	11.39	11.73	12.07	12.43	12.80	13.18	13.58	13.99	14.41	not used
2	Base	11.32	11.66	12.01	12.37	12.74	13.12	13.51	13.92	14.34	14.77	15.21	L02
2	LI10	11.43	11.78	12.13	12.49	12.87	13.25	13.65	14.06	14.48	14.92	15.36	not used
2	LI20	11.60	11.95	12.31	12.68	13.06	13.45	13.85	14.27	14.70	15.14	15.59	not used
3	Base	12.23	12.60	12.98	13.37	13.77	14.18	14.61	15.05	15.50	15.97	16.45	L03
3	LI10	12.35	12.73	13.11	13.50	13.91	14.32	14.76	15.20	15.66	16.13	16.61	not used
3	LI20	12.54	12.92	13.30	13.70	14.11	14.53	14.98	15.43	15.89	16.37	16.86	not used
4	Base	13.21	13.61	14.02	14.44	14.87	15.32	15.78	16.25	16.74	17.24	17.76	L04
4	LI10	13.34	13.75	14.16	14.58	15.02	15.47	15.94	16.41	16.91	17.41	17.94	not used
4	LI20	13.54	13.95	14.37	14.80	15.24	15.70	16.17	16.66	17.16	17.67	18.20	not used
5	Base	14.27	14.70	15.14	15.59	16.06	16.54	17.04	17.55	18.08	18.62	19.18	L05
5	LI10	14.41	14.85	15.29	15.75	16.22	16.71	17.21	17.73	18.26	18.81	19.37	not used
5	LI20	14.63	15.07	15.52	15.98	16.46	16.95	17.47	17.99	18.53	19.09	19.66	not used
6	Base	15.41	15.87	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.12	20.72	L06
6	LI10	15.56	16.03	16.51	17.01	17.52	18.05	18.59	19.15	19.73	20.32	20.93	not used
6	LI20	15.80	16.27	16.76	17.26	17.78	18.32	18.87	19.43	20.02	20.62	21.24	not used
7	Base	16.64	17.14	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36	L07
7	LI10	16.81	17.31	17.83	18.36	18.92	19.48	20.07	20.67	21.29	21.93	22.58	not used
7	LI20	17.06	17.57	18.09	18.63	19.20	19.77	20.37	20.98	21.61	22.25	22.92	not used
8	Base	17.97	18.51	19.07	19.64	20.23	20.84	21.47	22.11	22.77	23.45	24.15	L08
8	LI10	18.15	18.70	19.26	19.84	20.43	21.05	21.68	22.33	23.00	23.68	24.39	L09
8	LI20	18.42	18.97	19.55	20.13	20.74	21.36	22.01	22.66	23.34	24.04	24.75	L10
9	Base	19.41	19.99	20.59	21.21	21.85	22.51	23.19	23.89	24.61	25.35	26.11	L11
9	LI10	19.60	20.19	20.80	21.42	22.07	22.74	23.42	24.13	24.86	25.60	26.37	L12
9	LI20	19.90	20.49	21.10	21.74	22.40	23.07	23.77	24.49	25.23	25.98	26.76	L13
10	Base	20.96	21.59	22.24	22.91	23.60	24.31	25.04	25.79	26.56	27.36	28.18	L14
10	LI10	21.17	21.81	22.46	23.14	23.84	24.55	25.29	26.05	26.83	27.63	28.46	L15
10	LI20	21.48	22.13	22.80	23.48	24.19	24.92	25.67	26.43	27.22	28.04	28.88	L16
11	Base	22.64	23.32	24.02	24.74	25.48	26.24	27.03	27.84	28.68	29.54	30.43	L17
11	LI10	22.87	23.55	24.26	24.99	25.73	26.50	27.30	28.12	28.97	29.84	30.73	L18
11	LI20	23.21	23.90	24.62	25.36	26.12	26.90	27.71	28.54	29.40	30.28	31.19	L19
12	Base	24.45	25.18	25.94	26.72	27.52	28.35	29.20	30.08	30.98	31.91	32.87	L20
12	LI10	24.69	25.43	26.20	26.99	27.80	28.63	29.49	30.38	31.29	32.23	33.20	L21
12	LI20	25.06	25.81	26.59	27.39	28.21	29.06	29.93	30.83	31.75	32.71	33.69	L22
13	Base	26.41	27.20	28.02	28.86	29.73	30.62	31.54	32.49	33.46	34.46	35.49	L23
13	LI10	26.67	27.47	28.30	29.15	30.03	30.93	31.86	32.81	33.79	34.80	35.84	L24
13	LI20	27.07	27.88	28.72	29.58	30.47	31.39	32.33	33.30	34.30	35.32	36.38	L25
14	Base	28.52	29.38	30.26	31.17	32.11	33.07	34.06	35.08	36.13	37.21	38.33	L26
14	LI10	28.81	29.67	30.56	31.48	32.43	33.40	34.40	35.43	36.49	37.58	38.71	L27
14	LI20	29.23	30.11	31.02	31.95	32.91	33.90	34.91	35.96	37.03	38.14	39.29	L28
15	Base	30.80	31.72	32.67	33.65	34.66	35.70	36.77	37.87	39.01	40.18	41.39	L29
15	LI10	31.11	32.04	33.00	33.99	35.01	36.06	37.14	38.25	39.40	40.58	41.80	L30
15	LI20	31.57	32.51	33.49	34.49	35.53	36.59	37.69	38.82	39.99	41.18	42.42	L31
16	Base	33.26	34.26	35.29	36.35	37.44	38.56	39.72	40.91	42.14	43.40	44.70	L32
16	LI10	33.59	34.60	35.64	36.71	37.81	38.95	40.12	41.32	42.56	43.83	45.15	L33
16	LI20	34.09	35.12	36.17	37.26	38.38	39.52	40.71	41.93	43.19	44.49	45.82	L34
17	Base	35.92	37.00	38.11	39.25	40.43	41.64	42.89	44.18	45.51	46.88	48.29	L35
17	LI10	36.28	37.37	38.49	39.64	40.83	42.06	43.32	44.62	45.97	47.35	48.77	L36
17	LI20	36.82	37.93	39.06	40.23	41.44	42.68	43.96	45.28	46.65	48.05	49.50	L37
18	Base	38.79	39.95	41.15	42.38	43.65	44.96	46.31	47.70	49.13	50.60	52.12	L38
18	LI10	39.18	40.35	41.56	42.80	44.09	45.41	46.77	48.18	49.62	51.11	52.64	L39
18	LI20	39.76	40.95	42.18	43.44	44.74	46.08	47.47	48.89	50.36	51.87	53.42	L40
19	Base	41.89	43.15	44.44	45.77	47.14	48.55	50.01	51.51	53.06	54.65	56.29	L41
19	LI10	42.31	43.58	44.88	46.23	47.61	49.04	50.51	52.03	53.59	55.20	56.85	L42
19	LI20	42.94	44.23	45.55	46.91	48.32	49.76	51.26	52.80	54.39	56.02	57.70	L43
20	Base	45.24	46.60	48.00	49.44	50.92	52.45	54.02	55.64	57.31	59.03	60.80	L44
20	LI10	45.69	47.07	48.48	49.93	51.43	52.97	54.56	56.20	57.88	59.62	61.41	L45
20	LI20	46.37	47.77	49.20	50.68	52.19	53.76	55.37	57.03	58.74	60.51	62.32	L46
21	Base	48.86	50.33	51.84	53.40	55.00	56.65	58.35	60.10	61.90	63.76	65.67	L47
21	LI10	49.35	50.83	52.36	53.93	55.55	57.22	58.93	60.70	62.52	64.40	66.33	L48
21	LI20	50.08	51.59	53.14	54.74	56.38	58.07	59.81	61.60	63.45	65.35	67.31	L49
22	Base	52.77	54.35	55.98	57.66	59.39	61.17	63.01	64.90	66.85	68.86	70.93	L50
22	LI10	53.30	54.89	56.54	58.24	59.98	61.78	63.64	65.55	67.52	69.55	71.64	L51
22	LI20	54.09	55.71	57.38	59.10	60.87	62.70	64.59	66.52	68.52	70.58	72.70	L52
23	Base	56.99	58.70	60.46	62.27	64.14	66.06	68.04	70.08	72.18	74.35	76.58	L53
23	LI10	57.56	59.29	61.06	62.89	64.78	66.72	68.72	70.78	72.90	75.09	77.35	L54
23	LI20	58.41	60.17	61.97	63.83	65.74	67.71	69.74	71.83	73.98	76.21	78.49	L55
24	Base	61.55	63.40	65.30	67.26	69.28	71.36	73.50	75.71	77.98	<		

Lincoln County Pay Plan
LCEA Represented Employees - FLSA Exempt
Effective: July 1, 2024

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2% is a Market Adjustment, with a 3% COLA For a total of 5% Increase

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

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
15	Base	64,079	66,001	67,981	70,020	72,121	74,285	76,514	78,809	81,173	83,608	86,116	L29
15	LI10	64,720	66,661	68,661	70,720	72,842	75,028	77,279	79,597	81,985	84,444	86,977	L30
15	LI20	65,681	67,651	69,681	71,771	73,924	76,142	78,427	80,779	83,202	85,698	88,269	L31
16	Base	69,205	71,281	73,419	75,622	77,891	80,228	82,635	85,114	87,667	90,297	93,006	L32
16	LI10	69,897	71,994	74,153	76,378	78,670	81,030	83,461	85,965	88,544	91,200	93,936	L33
16	LI20	70,935	73,063	75,254	77,513	79,838	82,234	84,701	87,242	89,859	92,554	95,331	L34
17	Base	74,741	76,983	79,292	81,671	84,121	86,645	89,244	91,921	94,679	97,519	100,445	L35
17	LI10	75,488	77,753	80,085	82,488	84,962	87,511	90,136	92,840	95,626	98,494	101,449	L36
17	LI20	76,610	78,908	81,274	83,713	86,224	88,811	91,475	94,219	97,046	99,957	102,956	L37
18	Base	80,720	83,142	85,636	88,205	90,851	93,577	96,384	99,276	102,254	105,322	108,482	L38
18	LI10	81,527	83,973	86,492	89,087	91,760	94,513	97,348	100,269	103,277	106,375	109,567	L39
18	LI20	82,738	85,221	87,777	90,410	93,122	95,916	98,794	101,758	104,810	107,955	111,194	L40
19	Base	87,178	89,793	92,487	95,262	98,120	101,064	104,096	107,219	110,436	113,749	117,161	L41
19	LI10	88,050	90,691	93,412	96,215	99,101	102,075	105,137	108,291	111,540	114,886	118,333	L42
19	LI20	89,357	92,038	94,799	97,644	100,573	103,591	106,698	109,899	113,197	116,593	120,090	L43
20	Base	94,152	96,977	99,886	102,883	105,969	109,148	112,422	115,795	119,269	122,847	126,532	L44
20	LI10	95,094	97,947	100,885	103,912	107,029	110,239	113,546	116,953	120,462	124,075	127,797	L45
20	LI20	96,506	99,401	102,383	105,455	108,618	111,877	115,233	118,690	122,251	125,918	129,695	L46
21	Base	101,684	104,735	107,877	111,113	114,446	117,879	121,415	125,057	128,809	132,673	136,653	L47
21	LI10	102,701	105,782	108,956	112,224	115,590	119,058	122,629	126,308	130,097	134,000	138,020	L48
21	LI20	104,226	107,353	110,574	113,891	117,307	120,826	124,450	128,183	132,029	135,990	140,069	L49
22	Base	109,819	113,114	116,507	120,002	123,602	127,310	131,129	135,063	139,115	143,288	147,587	L50
22	LI10	110,917	114,245	117,672	121,202	124,838	128,583	132,440	136,414	140,506	144,721	149,063	L51
22	LI20	112,564	115,942	119,420	123,002	126,692	130,493	134,407	138,440	142,593	146,870	151,277	L52
23	Base	118,605	122,163	125,828	129,603	133,491	137,496	141,621	145,870	150,246	154,753	159,396	L53
23	LI10	119,791	123,385	127,086	130,899	134,826	138,871	143,037	147,329	151,748	156,301	160,990	L54
23	LI20	121,570	125,217	128,974	132,843	136,828	140,933	145,162	149,517	154,002	158,622	163,381	L55
24	Base	128,093	131,936	135,894	139,971	144,170	148,495	152,950	157,539	162,265	167,133	172,147	L56
24	LI10	129,374	133,255	137,253	141,371	145,612	149,980	154,480	159,114	163,888	168,804	173,868	L57
24	LI20	131,295	135,234	139,291	143,470	147,774	152,207	156,774	161,477	166,322	171,311	176,451	L58
25	Base	138,340	142,490	146,765	151,168	155,703	160,374	165,185	170,141	175,245	180,502	185,917	L59
25	LI10	139,723	143,915	148,233	152,680	157,260	161,978	166,837	171,842	176,997	182,307	187,776	L60
25	LI20	141,799	146,052	150,434	154,947	159,596	164,383	169,315	174,395	179,626	185,015	190,565	L61

(This blank page is a placeholder for the Pay Plan of LCEA Deputy District Attorney positions which, at the time of signing, is yet to be bargained).

Exhibit B

Purposes for Sick Leave

Reference to “family members” means the employee’s spouse, domestic partner, child, or the child’s spouse or domestic partner, the employee’s parent, or the parent’s spouse or domestic partner, the employee’s sibling or stepsibling or the sibling’s or stepsibling’s spouse or domestic partner, the employee’s grandparent or the grandparent’s spouse or domestic partner, the employee’s grandchild or the grandchild’s spouse or domestic partner, or any individual 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.
- 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.
- 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.
- 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.

Exhibit C

Lincoln County Employees Association Enrollment Form

LINCOLN COUNTY EMPLOYEES' ASSOCIATION ENROLLMENT FORM
AND AUTHORIZATION FOR DUES DEDUCTION

TO: FINANCE DEPARTMENT

CC: Lincoln County Employees' Association President/Treasurer

_____ YES, I want to enroll in LCEA.

_____ NO, I do not want to enroll in LCEA.

Signature

Date

Print Name _____

Department _____

Addendum to the 2024-2027 Collective Bargaining Agreement Between Lincoln County and the Lincoln County Employees Association

Section 1. Introduction

Pursuant to the Opinion and Award awarded November 22, 2025 in the arbitration of ME-037-24, this Addendum to the 2024-2027 Collective Bargaining Agreement between Lincoln County (the "County") and the Lincoln County Employees' Association, Oregon AFSCME Council 75 (the "Union"), sets the pay and retirement benefits for the Deputy District Attorney ("DDA") subunit. Except as modified below, all other terms and conditions of employment set out under the Collective Bargaining Agreement apply to the DDA subunit.

Section 2. Wages for DDAs

Effective and retroactive to July 1, 2024, the pay scale for all represented DDA classifications (DDA 1, DDA 2, and DDA 3) will be increased by a 3.5% cost of living allowance ("COLA"). Also effective and retroactive to July 1, 2024, the pay scale for all DDA classifications will be increased by a 5.5% market adjustment.

Effective and retroactive to July 1, 2025, the pay scale for all represented DDA classifications (DDA 1, DDA 2, and DDA 3) will be increased by a 3.0% COLA. Also effective and retroactive to July 1, 2025, the pay scale for all DDA classifications will be increased by a 5.0% market adjustment.

Effective and retroactive to July 1, 2026, the pay scale for all represented DDA classifications (DDA 1, DDA 2, and DDA 3) will be increased by a 3.0% COLA. Also effective and retroactive to July 1, 2026, the pay scale for all DDA classifications will be increased by a 5.0% market adjustment.

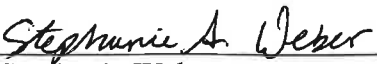
Section 3. Additional Retirement Contributions

As already agreed in Article 12, Section 3 of the Collective Bargaining Agreement, the County will continue biweekly contributions of amounts equal to 11.0% of each DDA's salary to each of their 401(k) accounts for the life of the current collective bargaining agreement. Additionally, effective December 1, 2025, the County will begin a new, biweekly contribution to each DDA's 457(b) plan of 2.0% of salary for the term of the current collective bargaining agreement.


IN WITNESS WHEREOF, the parties hereto have set their hand this 17th day of December, 2025.

Lincoln County Employees Association


Debbie Howard, President, LCEA


Stephanie Weber, Oregon AFSCME

Lincoln County Board of Commissioners


Claire Hall, Chair


Chuck Walter, Vice Chair


Casey Miller, Commissioner